



GENERAL SERVICES AGENCY

(Ahensian Setbision Hinirat)

Government of Guam

148 Route 1 Marine Drive, Piti Guam 96915

Tel: 475-1713 * Telefax: 472-4217; 475-1716; 475-1727

| | | | | | | | | |
|----------------|---|--------------|---|------------|---|----------|---|-------|
| Accountability | * | Impartiality | * | Competence | * | Openness | * | Value |
|----------------|---|--------------|---|------------|---|----------|---|-------|

INVITATION FOR BID NO.: GSA-002-22

DESCRIPTION:

Indefinite Quantity Bid (IDIQ)

STRUCTURAL FIREFIGHTING PUMPERS WITH MINIMUM 1000

GPM PUMP, MINIMUM 500 GALLON WATER TANK, AND

5-YEAR EXTENDED SERVICE/MAINTENANCE AGREEMENT

SPECIAL REMINDER TO PROSPECTIVE BIDDERS

Bidders are reminded to read the Sealed Bid Solicitation and Instructions, and General Terms and Conditions attached to the IFB to ascertain that all of the following requirements checked below are submitted in the bid envelope, in duplicate, at the date and time for bid opening.

(X) BID GUARANTEE (15% of Bid Amount) May be in the form of;

Reference #11 on the General Terms and Conditions and on page 36 PERFORMANCE BOND, BOND SUPPLIER'S QUALIFICATIONS and BID BOND/CERTIFIED CHECK

a. Cashier's Check or Certified Check

b. Letter of Credit

c. Surety Bond – Valid only if accompanied by:

1. Current Certificate of Authority issued by the Insurance Commissioner;
2. Power of Attorney issued by the Surety to the Resident General Agent;
3. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.

(X) BROCHURES/DESCRIPTIVE LITERATURE;

(X) AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSION

a. Date of signature of the person authorized to sign the bid and the notary date must be the same.

(X) OTHER REQUIREMENTS:

Affidavit re Ethical Standards, Affidavit re No Gratuities or Kickbacks, Special Provision; Restriction Against Sexual Offenders, Affidavit D.O.L. Wage Determination, Affidavit re Non-Collusion, Affidavit re Contingent Fees,

(X) CURRENT BUSINESS LICENSE/CONTRACTOR'S LICENSE/SPECIALTY LICENSE IN REFERENCE TO SUPPLIES OR SERVICES FOR THIS BID **MUST** BE SUBMITTED PRIOR TO AWARD.

This reminder must be signed and returned in the bid envelope together with the bid. Failure to comply with the above requirements may be cause for disqualification and rejection of the bid.

On this _____ day of _____, 202____, I _____, authorized representative of _____ acknowledge receipt of this special reminder to prospective bidders with the above referenced IFB.

Bidder Representative's Signature

IDIQ Invitation for Bid: GSA-002-22

**STRUCTURAL FIREFIGHTING PUMPERS WITH MINIMUM 1000
GPM PUMP, MINIMUM 500 GALLON WATER TANK, AND
5-YEAR EXTENDED SERVICE/MAINTENANCE AGREEMENT**

ACKNOWLEDGEMENT RECEIPT FORM

Please be advised that to be considered a prospective bidder you must fill out this Acknowledgement receipt form. Please submit form by Fax to **475-1727** and email to **gsaprocurement@gsadoa.guam.gov**

Acknowledgement Receipt Form must be submitted no later than three (3) days upon receipt of IFB package.

Name

Signature

Date

Time

Contact Number

Fax Number

Contact Person regarding IFB

Title

E-Mail Address

Company/Firm

Address

Note: GSA recommends that prospective bidders register current contact information with GSA to ensure they receive any notices regarding any changes or update to the IFB. The procuring agency and GSA will not be liable for failure to provide notice to any party who did not register current contact information.

All questions and concerns in regards to this bid must be submitted to the General Services Agency via fax and email to **gsaprocurement@gsadoa.guam.gov** attention to the Chief Procurement Officer no later than **Thursday November 11, 2021, close of business at 5:00pm.**

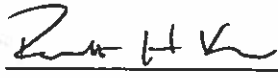
Reference Page 30 of 72 #2(e) - No Entitlement To Preparation Costs – the bidder expressly waives any right it may have against the government for any expenses incurred in connection with the preparation of its bid.

Note: Pursuant to the Pandemic of Coronavirus (COVID-19), GSA adheres with the "Distance Socializing" under the Emergency Executive Orders 2020-03 thru 2020-20.

INVITATION FOR BID

ISSUING OFFICE:

GENERAL SERVICES AGENCY
GOVERNMENT OF GUAM
148 ROUTE 1, MARINE DRIVE
PITI, GUAM 96915



ANITA CRUZ

Chief Procurement Officer, Acting

DATE ISSUED: NOVEMBER 5, 2021

BID INVITATION NO: GSA-002-22

BID FOR: **STRUCTURAL FIREFIGHTING PUMPERS WITH MINIMUM 1000 GPM PUMP, MINIMUM 500 GALLON WATER TANK, AND 5-YEAR EXTENDED SERVICE/MAINTENANCE AGREEMENT**

SPECIFICATION: **SEE ATTACHED**

DESTINATION: GUAM FIRE DEPARTMENT

REQUIRED DELIVERY DATE: **365 Days Upon Receipt of Purchase Order. For a period of one (1) year on an as needed basis upon availability of funds. (This is an indefinite quantity bid)**

INSTRUCTION TO BIDDERS:

INDICATE WHETHER: ☐ INDIVIDUAL ☐ PARTNERSHIP ☐ CORPORATION

INCORPORATED IN: _____

This bid shall be submitted in duplicate and sealed to the issuing office above no later than (Time) 10:00am, Date: 11/23/21 and shall be publicly opened. Bid submitted after the time and date specified above shall be rejected. The entire IFB and all of its attachments are hereby incorporated by reference into this purchase order to the same extent and with the same force as if fully set forth herein. See attached General Terms and Conditions, and Sealed Bid Solicitation for details.

The undersigned offers and agrees to furnish within the time specified, the articles and services at the price stated opposite the respective items listed on the schedule provided, unless otherwise specified by the bidder. In consideration to the expense of the Government in opening, tabulating, and evaluating this and other bids, and other considerations, the undersigned agrees that this bid, including the price per unit, remain firm and irrevocable within 365 calendar days from the date opening to supply any or all the items which prices are quoted.

NAME AND ADDRESS OF BIDDER:

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS BID:

AWARD: CONTRACT NO.: _____ AMOUNT: _____ DATE: _____

ITEM NO(S). AWARDED: _____

CONTRACTING OFFICER:

CLAUDIA S. ACFALLE
Chief Procurement Officer

NAME AND ADDRESS OF CONTRACTOR:

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS CONTRACT:

SPECIAL PROVISIONS

This is an "Indefinite Quantity Bid" pursuant to Section 3119(i)(2) of the 2GAR Procurement Regulations. The quantities reflected are **estimated** requirements projected within a twelve (12) month period. These amounts may increase during the term of this bid. However, regardless of the fluctuation of quantities, this bid shall be subject to the availability of funds.

Delivery:

365 Days Upon Receipt of Purchase Order. Schedule time and quantity will be coordinated between the successful bidder and the requesting department on an as needed basis.

Contract Period:

The term of this contract is for a period of one (1) year on an as needed basis upon availability of funds. Within this contract period of one (1) year the contract shall be reviewed every 6 months supported by a written determination for continued need. 2GAR Div 4 §3119(i) and §6101 (5)(b)

Guam Fire Department is required to order its actual requirements during the one (1) year period from the awarded bidder. 2 GAR, Div. 4, § 3119(i)(3); 5 G.C.A. § 5235. The only exemptions to this actual-requirements assertion above are: A) when the agency's Procurement Officer approves a finding that the supply or service available under the contract will not meet a nonrecurring, special need of the procuring agency; or B) when supplies are produced incidental to the Government of Guam's own programs as may be available that can satisfy the need. *Id.*

Additional Requirement:

In the event that other agencies within the Government of Guam, having the same requirements, upon notifications and acceptance of the additional requirements, the effective price of said bid, shall be used as a confirm price. This additional requirement shall not exceed the term of this bid

Funding Status and IDIQ Intention

The using agency may receive additional funding for similar purchases in the near future and thus intends to utilize an IDIQ requirement(s) contract.

The government is in need of an indefinite quantity ("IDIQ") contract because, although expected, additional funds for similar and/or identical items is not at this time definite and it would expend unnecessary government resources to publish, solicit, and analyze an additional IFB simply because of the confirmed influx of funding within this one (1) – year IDIQ period. Other forms of contract will not suffice because they are not the official method for purchasing additional identical items at the same price as in the original accepted bid. 2GAR Div 4 §3119(i) and §6101 (5)(b).

DISCLOSURE OF OWNERSHIP, COMMISSIONS, INFLUENCE, AND CONFLICTS- As a condition of submitting a Bid/Offer/Proposal or entering into a contract with the government of Guam, any partnership, sole proprietorship, business entity, or corporation doing business with GFD shall submit an Affidavit executed under oath that lists the name and address of any person who has held more than ten percent (10%) of the outstanding interest or shares in said partnership, sole proprietorship or corporation at any time during the twelve (12) month period immediately preceding publication of the procurement, or entering a contract on the Affidavit Disclosing Ownership, Influence, Commissions and Conflicts of Interest attached to this solicitation at Section IV. This Affidavit shall contain the number of shares or the percentage of all assets of such partnership, sole proprietorship or corporation, which have been held by each such person/entity during the preceding twelve (12) month period, and other ownership disclosures in accordance with Public Law 36-13. In addition, the Affidavit shall contain the name and address of any person/entity who has received or is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the Bid/Offer/Proposal for the Bidder/Offeror and shall also contain the amounts of any such commission, gratuity or other compensation, and shall list any required conflicts of interest. Any Bidder/Offeror must keep this Affidavit current through the date that a Notice of Award is issued in this procurement, and throughout any awarded contract, if the Bidder/Offeror is awarded the contract. A Bid/Offer/Proposal from any Bidder/Offeror listing a person with a potential conflict of interest on the Affidavit may be rejected. The Affidavit shall be open and available to the public inspection and copying. This Affidavit Disclosing Ownership, Influence, Commissions and Conflicts of Interest attached to this solicitation must be completed and returned with the Bidder/Offeror's Bid/Offer/Proposal. Failure to submit the Affidavit with the Bid/Offer/Proposal may be deemed nonresponsive and cause for rejection of the Bid/Offer/Proposal upon opening.

AFFIDAVIT RE ETHICAL STANDARDS

CITY OF _____)
ISLAND OF GUAM) ss.

_____ [state name of affiant signing below], being first duly sworn, deposes and says that:

The affiant is _____ [state one of the following: the offeror, a partner of the offeror, an officer of the offeror] making the foregoing identified bid or proposal. To the best of affiant's knowledge, neither affiant nor any officers, representatives, agents, subcontractors or employees of offeror have knowingly influenced any government of Guam employee to breach any of the ethical standards set forth in 5 GCA Chapter 5, Article 11. Further, affiant promises that neither he or she, nor any officer, representative, agent, subcontractor, or employee of offeror will knowingly influence any government of Guam employee to breach any ethical standards set forth in 5 GCA Chapter 5, Article 11. These statements are made pursuant to 2 GAR Division 4 § 11103(b).

Signature of one of the following:
Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me this _____ day of _____, 202__.

NOTARY PUBLIC

My commission expires _____, _____.

AFFIDAVIT re NO GRATUITIES or KICKBACKS

CITY OF _____)
ISLAND OF GUAM) ss.

_____[state name of affiant signing below], being
first duly sworn, deposes and says that:

1. The name of the offering firm or individual is [state name of offeror company]
_____. Affiant is _____ [state
one of the following: the offeror, a partner of the offeror, an officer of the offeror] making the foregoing
identified bid or proposal.

2. To the best of affiant's knowledge, neither affiant, nor any of the offerors officers,
representatives, agents, subcontractors, or employees have violated, are violating the prohibition
against gratuities and kickbacks set forth in 2 GAR Division 4 § 11107(e). Further, affiant promises, on
behalf of offeror, not to violate the prohibition against gratuities and kickbacks as set forth in 2 GAR
Division 4 § 11107(e).

3. To the best of affiant's knowledge, neither affiant, nor any of the offerors officers,
representatives, agents, subcontractors, or employees have offered, given or agreed to give, any
government of Guam employee or former government employee, any payment, gift, kickback, gratuity
or offer of employment in connection with the offerors proposal.

4. I make these statements on behalf of myself as a representative of the offeror, and on behalf
of the offerors officers, representatives, agents, subcontractors, and employees.

Signature of one of the following:
Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me this _____ day of _____, 202__.

NOTARY PUBLIC

My commission expires _____, _____.

Special Provisions

Restriction against Sex Offenders Employed by service providers to Government of Guam from working on Government Property.

If a contract for services is awarded to the bidder or offeror, then the service provider must warranty that no person in its employment who has been convicted of a sex offense under the provisions of chapter 25 of Title 9 of Guam code Annotated or of an offense defined in Article 2 of chapter 28 of Title 9 of the Guam Code annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offender Registry, shall provide services on behalf of the service provider while on government of Guam property, with the exception of public highways. If any employee of a service provider is providing services on government property and is convicted subsequent to an award of a contract, then the service provider warrants that it will notify the Government of the conviction within twenty-four (24) hours of the conviction, and will immediately remove such convicted person from providing services on government property. If the service provider is found to be in violation of any of the provisions of this paragraph, then the government will give notice to the service provider to take corrective action. The service provider shall take corrective action within twenty-four (24) hours of notice from the Government, and the service provider shall notify the Government when action has been taken. If the service providers fail to take corrective steps within twenty-four (24) hours of notice from the Government, then the Government in its sole discretion may suspend temporarily and contract for services until corrective action has been taken.

Signature of Bidder
Proposer, if an individual;
Partner, if a partnership;
Officer, if a corporation.

Date

Subscribed and sworn before me this _____ day of _____, 202__

NOTARY PUBLIC

My commission expires, _____, _____.

FORM E

DECLARATION RE COMPLIANCE WITH U.S. D.O.L. WAGE DETERMINATION

Procurement No: **IDIQ GSA-002-22**
STRUCTURAL FIREFIGHTING PUMPERS WITH MINIMUM 1000 GPM PUMP, MINIMUM 500 GALLON WATER TANK, AND 5-YEAR EXTENDED SERVICE/MAINTENANCE AGREEMENT.

Name of Offeror Company: _____ hereby certifies under penalty of perjury:

- (1) That I am _____(the offeror, a partner of the offeror, an officer of the offeror) making the bid or proposal in the foregoing identified procurement;
- (2) That I have read and understand the provisions of 5 GCA § 5801 and § 5802 which read:

§ 5801. Wage Determination Established.

In such cases where the government of Guam enters into contractual arrangements with a sole proprietorship, a partnership or a corporation ("contractor") for the provision of a service to the government of Guam, and in such cases where the contractor employs a person(s) whose purpose, in whole or in part, is the direct delivery of service contracted by the government of Guam, then the contractor shall pay such employee(s) in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the government of Guam.

The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract is awarded to a contractor by the government of Guam shall be used to determine wages, which shall be paid to employees pursuant to this Article. Should any contract contain a renewal clause, then at the time of renewal adjustments, there shall be made stipulations contained in that contract for applying the Wage Determination, as required by this Article, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply.

§ 5802. Benefits.

In addition to the Wage Determination detailed in this Article, any contract to which this Article applies shall also contain provisions mandating health and similar benefits for employees covered by this Article, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor, and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee.

- (3) That the offeror is in full compliance with 5 GCA § 5801 and § 5802, as may be applicable to the procurement referenced herein;
- (4) That I have attached the most recent wage determination applicable to Guam issued by the U.S. Department of Labor. (INSTRUCTIONS – Please attach!)

Signature Date

| | | |
|--|------------------------------------|--|
| "REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor | | U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210 |
| Daniel W. Simms Director | Division of Wage Determinations | Wage Determination No.: 2015-5694 Revision No.: 12 Date Of Last Revision: 07/24/2020 |

Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2020. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: Guam Northern Marianas Wake Island
Area: Guam Statewide
Northern Marianas Statewide
Wake Island Statewide

****Fringe Benefits Required Follow the Occupational Listing****

| OCCUPATION CODE - TITLE | FOOTNOTE | RATE |
|---|----------|-------|
| 01000 - Administrative Support And Clerical Occupations | | |
| 01011 - Accounting Clerk I | | 13.57 |
| 01012 - Accounting Clerk II | | 15.23 |
| 01013 - Accounting Clerk III | | 17.04 |
| 01020 - Administrative Assistant | | 21.43 |
| 01035 - Court Reporter | | 17.40 |
| 01041 - Customer Service Representative I | | 11.51 |
| 01042 - Customer Service Representative II | | 12.94 |
| 01043 - Customer Service Representative III | | 14.12 |
| 01051 - Data Entry Operator I | | 12.15 |
| 01052 - Data Entry Operator II | | 13.25 |
| 01060 - Dispatcher Motor Vehicle | | 15.81 |
| 01070 - Document Preparation Clerk | | 13.85 |
| 01090 - Duplicating Machine Operator | | 13.85 |
| 01111 - General Clerk I | | 10.35 |
| 01112 - General Clerk II | | 11.29 |
| 01113 - General Clerk III | | 12.68 |
| 01120 - Housing Referral Assistant | | 19.39 |
| 01141 - Messenger Courier | | 11.37 |
| 01191 - Order Clerk I | | 12.57 |
| 01192 - Order Clerk II | | 13.71 |
| 01261 - Personnel Assistant (Employment) I | | 15.95 |
| 01262 - Personnel Assistant (Employment) II | | 17.85 |
| 01263 - Personnel Assistant (Employment) III | | 19.89 |
| 01270 - Production Control Clerk | | 21.78 |
| 01290 - Rental Clerk | | 11.10 |
| 01300 - Scheduler Maintenance | | 15.55 |
| 01311 - Secretary I | | 15.55 |
| 01312 - Secretary II | | 17.40 |
| 01313 - Secretary III | | 19.39 |
| 01320 - Service Order Dispatcher | | 14.00 |
| 01410 - Supply Technician | | 21.43 |
| 01420 - Survey Worker | | 16.79 |

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| 01460 - Switchboard Operator/Receptionist | 9.67 |
| 01531 - Travel Clerk I | 13.01 |
| 01532 - Travel Clerk II | 14.12 |
| 01533 - Travel Clerk III | 15.09 |
| 01611 - Word Processor I | 14.53 |
| 01612 - Word Processor II | 16.31 |
| 01613 - Word Processor III | 18.26 |
| 05000 - Automotive Service Occupations | |
| 05005 - Automobile Body Repairer Fiberglass | 14.82 |
| 05010 - Automotive Electrician | 13.92 |
| 05040 - Automotive Glass Installer | 13.02 |
| 05070 - Automotive Worker | 13.02 |
| 05110 - Mobile Equipment Servicer | 11.16 |
| 05130 - Motor Equipment Metal Mechanic | 14.82 |
| 05160 - Motor Equipment Metal Worker | 13.02 |
| 05190 - Motor Vehicle Mechanic | 14.82 |
| 05220 - Motor Vehicle Mechanic Helper | 10.22 |
| 05250 - Motor Vehicle Upholstery Worker | 12.11 |
| 05280 - Motor Vehicle Wrecker | 13.02 |
| 05310 - Painter Automotive | 13.92 |
| 05340 - Radiator Repair Specialist | 13.02 |
| 05370 - Tire Repairer | 12.34 |
| 05400 - Transmission Repair Specialist | 14.82 |
| 07000 - Food Preparation And Service Occupations | |
| 07010 - Baker | 10.47 |
| 07041 - Cook I | 12.05 |
| 07042 - Cook II | 14.05 |
| 07070 - Dishwasher | 9.28 |
| 07130 - Food Service Worker | 9.34 |
| 07210 - Meat Cutter | 11.86 |
| 07260 - Waiter/Waitress | 9.23 |
| 09000 - Furniture Maintenance And Repair Occupations | |
| 09010 - Electrostatic Spray Painter | 18.04 |
| 09040 - Furniture Handler | 10.95 |
| 09080 - Furniture Refinisher | 18.04 |
| 09090 - Furniture Refinisher Helper | 13.27 |
| 09110 - Furniture Repairer Minor | 15.70 |
| 09130 - Upholsterer | 18.04 |
| 11000 - General Services And Support Occupations | |
| 11030 - Cleaner Vehicles | 9.35 |
| 11060 - Elevator Operator | 9.35 |
| 11090 - Gardener | 13.00 |
| 11122 - Housekeeping Aide | 9.44 |
| 11150 - Janitor | 9.44 |
| 11210 - Laborer Grounds Maintenance | 9.82 |
| 11240 - Maid or Houseman | 9.26 |
| 11260 - Pruner | 8.79 |
| 11270 - Tractor Operator | 11.90 |
| 11330 - Trail Maintenance Worker | 9.82 |
| 11360 - Window Cleaner | 10.54 |
| 12000 - Health Occupations | |
| 12010 - Ambulance Driver | 17.77 |
| 12011 - Breath Alcohol Technician | 17.77 |
| 12012 - Certified Occupational Therapist Assistant | 24.38 |
| 12015 - Certified Physical Therapist Assistant | 24.38 |
| 12020 - Dental Assistant | 15.02 |
| 12025 - Dental Hygienist | 32.84 |
| 12030 - EKG Technician | 25.99 |
| 12035 - Electroneurodiagnostic Technologist | 25.99 |
| 12040 - Emergency Medical Technician | 17.77 |

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| 12071 - Licensed Practical Nurse I | 15.88 |
| 12072 - Licensed Practical Nurse II | 17.77 |
| 12073 - Licensed Practical Nurse III | 19.81 |
| 12100 - Medical Assistant | 12.26 |
| 12130 - Medical Laboratory Technician | 18.82 |
| 12160 - Medical Record Clerk | 13.61 |
| 12190 - Medical Record Technician | 17.77 |
| 12195 - Medical Transcriptionist | 15.88 |
| 12210 - Nuclear Medicine Technologist | 39.04 |
| 12221 - Nursing Assistant I | 11.34 |
| 12222 - Nursing Assistant II | 12.75 |
| 12223 - Nursing Assistant III | 13.91 |
| 12224 - Nursing Assistant IV | 15.61 |
| 12235 - Optical Dispenser | 17.77 |
| 12236 - Optical Technician | 15.88 |
| 12250 - Pharmacy Technician | 15.49 |
| 12280 - Phlebotomist | 15.33 |
| 12305 - Radiologic Technologist | 23.03 |
| 12311 - Registered Nurse I | 22.53 |
| 12312 - Registered Nurse II | 27.56 |
| 12313 - Registered Nurse II Specialist | 27.56 |
| 12314 - Registered Nurse III | 33.34 |
| 12315 - Registered Nurse III Anesthetist | 33.34 |
| 12316 - Registered Nurse IV | 39.96 |
| 12317 - Scheduler (Drug and Alcohol Testing) | 22.01 |
| 12320 - Substance Abuse Treatment Counselor | 22.01 |
| 13000 - Information And Arts Occupations | |
| 13011 - Exhibits Specialist I | 20.35 |
| 13012 - Exhibits Specialist II | 25.20 |
| 13013 - Exhibits Specialist III | 30.83 |
| 13041 - Illustrator I | 20.35 |
| 13042 - Illustrator II | 25.20 |
| 13043 - Illustrator III | 30.83 |
| 13047 - Librarian | 27.91 |
| 13050 - Library Aide/Clerk | 16.20 |
| 13054 - Library Information Technology Systems Administrator | 25.20 |
| 13058 - Library Technician | 16.64 |
| 13061 - Media Specialist I | 18.18 |
| 13062 - Media Specialist II | 20.35 |
| 13063 - Media Specialist III | 22.68 |
| 13071 - Photographer I | 18.18 |
| 13072 - Photographer II | 20.35 |
| 13073 - Photographer III | 25.20 |
| 13074 - Photographer IV | 30.83 |
| 13075 - Photographer V | 37.30 |
| 13090 - Technical Order Library Clerk | 20.35 |
| 13110 - Video Teleconference Technician | 17.38 |
| 14000 - Information Technology Occupations | |
| 14041 - Computer Operator I | 15.71 |
| 14042 - Computer Operator II | 17.22 |
| 14043 - Computer Operator III | 19.19 |
| 14044 - Computer Operator IV | 21.33 |
| 14045 - Computer Operator V | 23.62 |
| 14071 - Computer Programmer I | (see I) 15.73 |
| 14072 - Computer Programmer II | (see I) 19.50 |
| 14073 - Computer Programmer III | (see I) 23.84 |
| 14074 - Computer Programmer IV | (see I) |
| 14101 - Computer Systems Analyst I | (see I) 24.23 |
| 14102 - Computer Systems Analyst II | (see I) |
| 14103 - Computer Systems Analyst III | (see I) |

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|---|-------|
| 14150 - Peripheral Equipment Operator | 15.71 |
| 14160 - Personal Computer Support Technician | 21.33 |
| 14170 - System Support Specialist | 21.24 |
| 15000 - Instructional Occupations | |
| 15010 - Aircrew Training Devices Instructor (Non-Rated) | 24.23 |
| 15020 - Aircrew Training Devices Instructor (Rated) | 29.32 |
| 15030 - Air Crew Training Devices Instructor (Pilot) | 34.91 |
| 15050 - Computer Based Training Specialist / Instructor | 24.23 |
| 15060 - Educational Technologist | 27.61 |
| 15070 - Flight Instructor (Pilot) | 34.91 |
| 15080 - Graphic Artist | 20.47 |
| 15085 - Maintenance Test Pilot Fixed Jet/Prop | 34.91 |
| 15086 - Maintenance Test Pilot Rotary Wing | 34.91 |
| 15088 - Non-Maintenance Test/Co-Pilot | 34.91 |
| 15090 - Technical Instructor | 17.67 |
| 15095 - Technical Instructor/Course Developer | 21.62 |
| 15110 - Test Proctor | 14.27 |
| 15120 - Tutor | 14.27 |
| 16000 - Laundry Dry-Cleaning Pressing And Related Occupations | |
| 16010 - Assembler | 9.88 |
| 16030 - Counter Attendant | 9.88 |
| 16040 - Dry Cleaner | 11.30 |
| 16070 - Finisher Flatwork Machine | 9.88 |
| 16090 - Presser Hand | 9.88 |
| 16110 - Presser Machine Drycleaning | 9.88 |
| 16130 - Presser Machine Shirts | 9.88 |
| 16160 - Presser Machine Wearing Apparel Laundry | 9.88 |
| 16190 - Sewing Machine Operator | 11.94 |
| 16220 - Tailor | 12.44 |
| 16250 - Washer Machine | 10.36 |
| 19000 - Machine Tool Operation And Repair Occupations | |
| 19010 - Machine-Tool Operator (Tool Room) | 18.04 |
| 19040 - Tool And Die Maker | 22.67 |
| 21000 - Materials Handling And Packing Occupations | |
| 21020 - Forklift Operator | 13.96 |
| 21030 - Material Coordinator | 21.78 |
| 21040 - Material Expediter | 21.78 |
| 21050 - Material Handling Laborer | 11.37 |
| 21071 - Order Filler | 9.66 |
| 21080 - Production Line Worker (Food Processing) | 13.96 |
| 21110 - Shipping Packer | 15.92 |
| 21130 - Shipping/Receiving Clerk | 15.92 |
| 21140 - Store Worker I | 14.76 |
| 21150 - Stock Clerk | 20.75 |
| 21210 - Tools And Parts Attendant | 13.96 |
| 21410 - Warehouse Specialist | 13.96 |
| 23000 - Mechanics And Maintenance And Repair Occupations | |
| 23010 - Aerospace Structural Welder | 22.76 |
| 23019 - Aircraft Logs and Records Technician | 17.70 |
| 23021 - Aircraft Mechanic I | 21.67 |
| 23022 - Aircraft Mechanic II | 22.76 |
| 23023 - Aircraft Mechanic III | 23.91 |
| 23040 - Aircraft Mechanic Helper | 15.07 |
| 23050 - Aircraft Painter | 20.35 |
| 23060 - Aircraft Servicer | 17.70 |
| 23070 - Aircraft Survival Flight Equipment Technician | 20.35 |
| 23080 - Aircraft Worker | 19.12 |
| 23091 - Aircrew Life Support Equipment (ALSE) Mechanic I | 19.12 |
| 23092 - Aircrew Life Support Equipment (ALSE) Mechanic II | 21.67 |
| 23110 - Appliance Mechanic | 18.04 |

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| 23120 - Bicycle Repairer | 14.49 |
| 23125 - Cable Splicer | 19.59 |
| 23130 - Carpenter Maintenance | 16.07 |
| 23140 - Carpet Layer | 16.86 |
| 23160 - Electrician Maintenance | 18.05 |
| 23181 - Electronics Technician Maintenance I | 16.86 |
| 23182 - Electronics Technician Maintenance II | 18.04 |
| 23183 - Electronics Technician Maintenance III | 19.55 |
| 23260 - Fabric Worker | 15.70 |
| 23290 - Fire Alarm System Mechanic | 15.43 |
| 23310 - Fire Extinguisher Repairer | 14.49 |
| 23311 - Fuel Distribution System Mechanic | 19.21 |
| 23312 - Fuel Distribution System Operator | 14.49 |
| 23370 - General Maintenance Worker | 11.96 |
| 23380 - Ground Support Equipment Mechanic | 21.67 |
| 23381 - Ground Support Equipment Servicer | 17.70 |
| 23382 - Ground Support Equipment Worker | 19.12 |
| 23391 - Gunsmith I | 14.49 |
| 23392 - Gunsmith II | 16.86 |
| 23393 - Gunsmith III | 19.21 |
| 23410 - Heating Ventilation And Air-Conditioning Mechanic | 17.16 |
| 23411 - Heating Ventilation And Air Conditioning Mechanic (Research Facility) | 18.25 |
| 23430 - Heavy Equipment Mechanic | 18.35 |
| 23440 - Heavy Equipment Operator | 17.12 |
| 23460 - Instrument Mechanic | 19.21 |
| 23465 - Laboratory/Shelter Mechanic | 18.04 |
| 23470 - Laborer | 11.37 |
| 23510 - Locksmith | 18.04 |
| 23530 - Machinery Maintenance Mechanic | 23.13 |
| 23550 - Machinist Maintenance | 19.21 |
| 23580 - Maintenance Trades Helper | 10.67 |
| 23591 - Metrology Technician I | 19.21 |
| 23592 - Metrology Technician II | 20.42 |
| 23593 - Metrology Technician III | 21.63 |
| 23640 - Millwright | 19.21 |
| 23710 - Office Appliance Repairer | 18.04 |
| 23760 - Painter Maintenance | 13.95 |
| 23790 - Pipefitter Maintenance | 18.39 |
| 23810 - Plumber Maintenance | 17.27 |
| 23820 - Pneudraulic Systems Mechanic | 19.21 |
| 23850 - Rigger | 19.21 |
| 23870 - Scale Mechanic | 16.86 |
| 23890 - Sheet-Metal Worker Maintenance | 16.09 |
| 23910 - Small Engine Mechanic | 16.86 |
| 23931 - Telecommunications Mechanic I | 19.01 |
| 23932 - Telecommunications Mechanic II | 19.91 |
| 23950 - Telephone Lineman | 18.24 |
| 23960 - Welder Combination Maintenance | 17.95 |
| 23965 - Well Driller | 19.21 |
| 23970 - Woodcraft Worker | 19.21 |
| 23980 - Woodworker | 14.49 |
| 24000 - Personal Needs Occupations | |
| 24550 - Case Manager | 14.72 |
| 24570 - Child Care Attendant | 10.09 |
| 24580 - Child Care Center Clerk | 13.25 |
| 24610 - Chore Aide | 11.62 |
| 24620 - Family Readiness And Support Services Coordinator | 14.72 |
| 24630 - Homemaker | 16.12 |

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| 25000 - Plant And System Operations Occupations | | |
| 25010 - Boiler Tender | | 19.21 |
| 25040 - Sewage Plant Operator | | 21.59 |
| 25070 - Stationary Engineer | | 19.21 |
| 25190 - Ventilation Equipment Tender | | 13.27 |
| 25210 - Water Treatment Plant Operator | | 21.59 |
| 27000 - Protective Service Occupations | | |
| 27004 - Alarm Monitor | | 10.90 |
| 27007 - Baggage Inspector | | 9.40 |
| 27008 - Corrections Officer | | 12.05 |
| 27010 - Court Security Officer | | 12.05 |
| 27030 - Detection Dog Handler | | 10.90 |
| 27040 - Detention Officer | | 12.05 |
| 27070 - Firefighter | | 12.05 |
| 27101 - Guard I | | 9.40 |
| 27102 - Guard II | | 10.90 |
| 27131 - Police Officer I | | 12.05 |
| 27132 - Police Officer II | | 13.40 |
| 28000 - Recreation Occupations | | |
| 28041 - Carnival Equipment Operator | | 12.79 |
| 28042 - Carnival Equipment Repairer | | 13.97 |
| 28043 - Carnival Worker | | 9.45 |
| 28210 - Gate Attendant/Gate Tender | | 13.18 |
| 28310 - Lifeguard | | 11.01 |
| 28350 - Park Attendant (Aide) | | 14.74 |
| 28510 - Recreation Aide/Health Facility Attendant | | 11.84 |
| 28515 - Recreation Specialist | | 18.26 |
| 28630 - Sports Official | | 11.74 |
| 28690 - Swimming Pool Operator | | 17.71 |
| 29000 - Stevedoring/Longshoremen Occupational Services | | |
| 29010 - Blocker And Bracer | | 23.62 |
| 29020 - Hatch Tender | | 23.62 |
| 29030 - Line Handler | | 23.62 |
| 29041 - Stevedore I | | 21.98 |
| 29042 - Stevedore II | | 25.26 |
| 30000 - Technical Occupations | | |
| 30010 - Air Traffic Control Specialist Center | (HFO) (see 2) | 39.89 |
| 30011 - Air Traffic Control Specialist Station | (HFO) (see 2) | 27.50 |
| 30012 - Air Traffic Control Specialist Terminal | (HFO) (see 2) | 30.29 |
| 30021 - Archeological Technician I | | 17.49 |
| 30022 - Archeological Technician II | | 19.56 |
| 30023 - Archeological Technician III | | 24.21 |
| 30030 - Cartographic Technician | | 23.18 |
| 30040 - Civil Engineering Technician | | 23.08 |
| 30051 - Cryogenic Technician I | | 25.57 |
| 30052 - Cryogenic Technician II | | 28.24 |
| 30061 - Drafter/CAD Operator I | | 17.49 |
| 30062 - Drafter/CAD Operator II | | 19.56 |
| 30063 - Drafter/CAD Operator III | | 20.77 |
| 30064 - Drafter/CAD Operator IV | | 25.57 |
| 30081 - Engineering Technician I | | 14.84 |
| 30082 - Engineering Technician II | | 16.66 |
| 30083 - Engineering Technician III | | 18.64 |
| 30084 - Engineering Technician IV | | 23.08 |
| 30085 - Engineering Technician V | | 28.24 |
| 30086 - Engineering Technician VI | | 34.16 |
| 30090 - Environmental Technician | | 23.08 |
| 30095 - Evidence Control Specialist | | 23.08 |
| 30210 - Laboratory Technician | | 20.77 |

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| 30221 - Latent Fingerprint Technician I | | 25.57 |
| 30222 - Latent Fingerprint Technician II | | 28.24 |
| 30240 - Mathematical Technician | | 23.34 |
| 30361 - Paralegal/Legal Assistant I | | 19.44 |
| 30362 - Paralegal/Legal Assistant II | | 23.94 |
| 30363 - Paralegal/Legal Assistant III | | 29.29 |
| 30364 - Paralegal/Legal Assistant IV | | 35.44 |
| 30375 - Petroleum Supply Specialist | | 28.24 |
| 30390 - Photo-Optics Technician | | 21.93 |
| 30395 - Radiation Control Technician | | 28.24 |
| 30461 - Technical Writer I | | 23.08 |
| 30462 - Technical Writer II | | 28.24 |
| 30463 - Technical Writer III | | 34.16 |
| 30491 - Unexploded Ordnance (UXO) Technician I | | 25.35 |
| 30492 - Unexploded Ordnance (UXO) Technician II | | 30.67 |
| 30493 - Unexploded Ordnance (UXO) Technician III | | 36.76 |
| 30494 - Unexploded (UXO) Safety Escort | | 25.35 |
| 30495 - Unexploded (UXO) Sweep Personnel | | 25.35 |
| 30501 - Weather Forecaster I | | 25.57 |
| 30502 - Weather Forecaster II | | 31.09 |
| 30620 - Weather Observer Combined Upper Air Or Surface Programs | (see 2) | 20.77 |
| 30621 - Weather Observer Senior | (see 2) | 23.08 |
| 31000 - Transportation/Mobile Equipment Operation Occupations | | |
| 31010 - Airplane Pilot | | 30.67 |
| 31020 - Bus Aide | | 8.15 |
| 31030 - Bus Driver | | 9.69 |
| 31043 - Driver Courier | | 9.69 |
| 31260 - Parking and Lot Attendant | | 9.91 |
| 31290 - Shuttle Bus Driver | | 10.59 |
| 31310 - Taxi Driver | | 10.37 |
| 31361 - Truckdriver Light | | 10.59 |
| 31362 - Truckdriver Medium | | 11.61 |
| 31363 - Truckdriver Heavy | | 13.92 |
| 31364 - Truckdriver Tractor-Trailer | | 13.92 |
| 99000 - Miscellaneous Occupations | | |
| 99020 - Cabin Safety Specialist | | 14.95 |
| 99030 - Cashier | | 9.48 |
| 99050 - Desk Clerk | | 9.70 |
| 99095 - Embalmer | | 25.35 |
| 99130 - Flight Follower | | 25.35 |
| 99251 - Laboratory Animal Caretaker I | | 22.67 |
| 99252 - Laboratory Animal Caretaker II | | 24.77 |
| 99260 - Marketing Analyst | | 21.54 |
| 99310 - Mortician | | 25.35 |
| 99410 - Pest Controller | | 14.61 |
| 99510 - Photofinishing Worker | | 13.32 |
| 99710 - Recycling Laborer | | 15.75 |
| 99711 - Recycling Specialist | | 21.66 |
| 99730 - Refuse Collector | | 14.91 |
| 99810 - Sales Clerk | | 9.66 |
| 99820 - School Crossing Guard | | 16.75 |
| 99830 - Survey Party Chief | | 22.02 |
| 99831 - Surveying Aide | | 12.52 |
| 99832 - Surveying Technician | | 16.27 |
| 99840 - Vending Machine Attendant | | 22.67 |
| 99841 - Vending Machine Repairer | | 28.88 |
| 99842 - Vending Machine Repairer Helper | | 22.67 |

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after

January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life accident and health insurance plans sick leave pension plans civic and personal leave severance pay and savings and thrift plans. Minimum employer contributions costing an average of \$4.54 per hour computed on the basis of all hours worked by service employees employed on the contract.

HEALTH & WELFARE EO 13706: Minimum employer contributions costing an average of \$4.22 per hour computed on the basis of all hours worked by service employees employed on the covered contracts. *

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 4 weeks after 3 years. Length of service includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial Day Independence Day Labor Day Columbus Day Veterans' Day Thanksgiving Day and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) **COMPUTER EMPLOYEES:** Under the SCA at section 8(b) this wage determination does not apply to any employee who individually qualifies as a bona fide executive administrative or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally because job titles vary widely and change quickly in the computer industry job titles are not determinative of the application of the computer professional exemption. Therefore the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures including consulting with users to determine hardware software or system functional specifications;
- (2) The design development documentation analysis creation testing or modification of computer systems or programs including prototypes based on and related to user or system design specifications;

(3) The design documentation testing creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance explosives and incendiary materials. This includes work such as screening blending dying mixing and pressing of sensitive ordnance explosives and pyrotechnic compositions such as lead azide black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization modification renovation demolition and maintenance operations on sensitive ordnance explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with or in close proximity to ordnance (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands face or arms of the employee engaged in the operation irritation of the skin minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving unloading storage and hauling of ordnance explosive and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance explosives and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract by the employer by the state or local law etc.) the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition where uniform cleaning and maintenance is made the responsibility of the employee all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day).

However in those instances where the uniforms furnished are made of "wash and wear" materials may be routinely washed and dried with other personal garments and do not require any special treatment such as dry cleaning daily washing or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract by the contractor by law or by the nature of the work there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations" Fifth Edition (Revision 1) dated September 2015 unless otherwise indicated.

**** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE Standard Form 1444 (SF-1444) ****

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e. the work to be performed is not performed by any classification listed in the wage determination) be classified by the contractor so as to provide a reasonable relationship (i.e. appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action together with the agency's recommendations and pertinent information including the position of the contractor and the employees to the U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt the Wage and Hour Division approves modifies or disapproves the action via transmittal to the agency contracting officer or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request the ""Service Contract Act Directory of Occupations"" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember it is not the job title but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split combine or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."

AFFIDAVIT re NON-COLLUSION

CITY OF _____)
ISLAND OF GUAM) ss.

_____[state name of affiant signing below], being first duly sworn,
deposes and says that:

1. The name of the offering company or individual is [state name of company]

2. The bid for the solicitation identified above is genuine and not collusive or a sham. The offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any other offeror or person, to put in a sham bid or to refrain from making an offer. The offeror has not in any manner, directly or indirectly, sought by an agreement or collusion, or communication or conference, with any person to fix the bid price of offeror or of any other offeror, or to fix any overhead, profit or cost element of said bid price, or of that of any other offeror, or to secure any advantage against the government of Guam or any other offeror, or to secure any advantage against the government of Guam or any person interested in the bid contract. All statements in this affidavit and in the proposal are true to the best of the knowledge of the undersigned. This statement is made pursuant to 2 GAR Division 4 § 3126(b).

3. I make this statement on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

Signature of one of the following:
Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me this _____ day of _____, 202__.

NOTARY PUBLIC

My commission expires, _____, _____.

AFFIDAVIT DISCLOSING OWNERSHIP, INFLUENCE, COMMISSIONS AND CONFLICTS OF INTEREST
(Required by 5 GCA § 5233 as amended by P.L. 36-13 (4/9/2021))

CITY OF _____)
)
 ISLAND OF GUAM) ss.

Preface. As a condition of submitting a Bid/Offer/Proposal or responding to any method of source selection under Guam's Procurement Law for the purpose of entering into a contract with the government of Guam, this Affidavit requires all Bidders/Offerors/Prospective Contractors to make disclosures of ownership, influence, commissions, gratuities, kickbacks, and conflicts of interest occurring **during the 365 calendar days preceding the publication of this solicitation and until award of a contract.** This includes the duty to disclose **any changes** to the facts disclosed herein throughout the solicitation process; and if the entity submitting this Affidavit is awarded a contract, the duty to disclose **any changes** to the facts disclosed herein **continues throughout the life of the contract, including any extensions or renewals.**

A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the Bidder/Offeror/Prospective Contractor and that (please check and fill out all that apply):

[] The Bidder/Offeror/Prospective Contractor is an individual with a business license, and all decisions are by, and all profit is for, that same individual, with principal place of business street address being: _____

[] The Bidder/Offeror/Prospective Contractor is a business or artificial person (as defined in 1 GCA § 715 or 5 GCA §§ 5030(n) or 5233(b)), and is a sole proprietorship owned entirely (100%) by _____, with principal place of business street address being:

[] The Bidder/Offoror/Prospective Contractor is a business or artificial person (as defined in 1 GCA § 715 or 5 GCA §§ 5030(n) or 5233(b)), and is owned by the following multiple individuals. Note: owners of more than 10% are statutorily required to be listed below, but other owners of smaller percentage are encouraged to be listed as well.

[illegible]

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[] One or more of the more-than-10% owners listed above is a business or artificial person. Any more-than-25% owners of such a business or artificial person are listed below per 5 GCA § 5233. Note: any less-than-25% owners of such a business or artificial person is encouraged to also be listed below.

Name of >10% Owner Business or Artificial Person:

| Names of owners of the >10% Owner Business or Artificial Person ("Second Tier Owner") | Owner's Principal Place of Business Street Address | % of Interest |
|---|--|---------------|
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Name of other >10% Owner Business or Artificial Person:

| Names of owners of the >10% Owner Business or Artificial Person ("Second Tier Owner") | Owner's Principal Place of Business Street Address | % of Interest |
|---|--|---------------|
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B. If any Second Tier Owner identified above is an artificial person, the natural or artificial owners of such Second Tier Owner who have held more than 49% of the shares or interest in the Bidder/Offeror/Prospective Contractor (Third Tier Owners) are as follows [if none, please so state]:

Second Tier Owner
Name_____

| Name of Third Tier Owner | Principal Place of Business Street Address | % of Interest |
|--------------------------|--|---------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

C. If the name of no natural person has been identified as an owner, or a Second or Third Tier Owner of the Bidder/Offeror/Prospective Contractor, please identify the name, position, address, and contact information of the natural person having the authority and responsibility for the Bid/Offer/Proposal/Prospective Contract, and the name of any natural person who has the authority and power to remove and replace the designated responsible person:

| Name of Natural Person | Position | Street Address of Principal Place of Business | Phone Number, Email Address, and other Contact Information |
|------------------------|----------|---|--|
| | | | |
| | | | |
| | | | |

D. Further, I say that the persons who have received or are entitled to receive a commission, gratuity, contingent fee or other compensation to solicit, secure, or assist in obtaining business related to the Bid/Offer/Proposal/Prospective Contract for which this Affidavit is submitted are as follows (if none, please so state):

| Name | Principal Place of Business Street Address | Amount of Compensation |
|-------|--|------------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

E. Further, I say that the persons who have directly or indirectly participated in this solicitation and who are also employees of the government of Guam or the government of the United States, if federal funds are to be used in the payment of the contract related to the Bid/Offer/Proposal/Prospective Contract for which this Affidavit is submitted, are as follows (if none, please so state):

| Name | Principal Place of Business Street Address |
|-------|--|
| _____ | _____ |
| _____ | _____ |

F. Regardless of any ownership interest, the following individuals have the power to control the performance of the contract or to control the Bidder/Offeror/Prospective Contractor, directly or indirectly:

| Name | Principal Place of Business Street Address |
|-------|---|
| _____ | _____ |
| _____ | _____ |

G. Until award of the contract, and throughout the term of any contract awarded to the Bidder/Offeror/Prospective Contractor represented herein, I agree to promptly make any disclosures not made previously and update changes in ownership, identities of owners and other required information, interests, compensation or conflicts of the persons required to be disclosed. I understand that failure to comply with this requirement shall constitute a material breach of contract.

H. I hereby declare under penalty of perjury under the laws of Guam that the foregoing is true and correct.

Executed on: _____ (date)

Signature of one of the following:
Bidder/Offeror/Prospective Contractor, if a licensed
individual Owner of sole proprietorship
Bidder/Offeror/Prospective Contractor
Partner, if the Bidder/Offeror/Prospective Contractor is a
partnership Officer, if the Bidder/Offeror/Prospective
Contractor is a corporation

Subscribed and sworn to before me
This _____ day of _____, 20_____.

Notary Public
My commission expires: _____

AFFIDAVIT re CONTINGENT FEES

CITY OF _____)
ISLAND OF GUAM) ss.
)

_____ [state name of affiant signing below], being first sworn, deposes and says that:

1. The name of the offering company or individual is [state name of company]

2. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. This statement is made pursuant to 2 GAR Division 4 § 11108(f).

3. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained a person to solicit or secure a contract with the government of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. This statement is made pursuant to 2 GAR Division 4 § 11108(f).

4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

Signature of one of the following:
Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me this ____ day of _____, 202__.

NOTARY PUBLIC
My commission expires, _____

GOVERNMENT OF GUAM

GENERAL SERVICES AGENCY
148 Route 1, Marine Corp. Drive
Piti, Guam 96915

BID BOND

NO. _____

KNOW ALL MEN BY THESE PRESENTS that _____, as Principal hereinafter called the Principal, and (Bonding Company), _____ A duly admitted insurer under the laws of the Territory of Guam, as Surety, hereinafter called the Surety are Held firmly bound unto the Territory of Guam for the sum of _____ Dollars (\$_____), for Payment of which sum will and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for (identify project by number and brief description)

NOW, THEREFORE, if the Territory of Guam shall accept the bid of the Principal and the Principal shall enter into a Contract with the Territory of Guam in accordance with the terms of such bid, and give such bond or bonds as may be specified in bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Territory of Guam the difference not to exceed the penalty hereof between the amounts specified in said bid and such larger amount for which the Territory of Guam may in good faith contract with another party to perform work covered by said bid or an appropriate liquidated amount as specified in the Invitation for Bids then this obligation shall be null and void, otherwise to remain full force and effect.

Signed and sealed this _____ day of _____ 202__.

(PRINCIPAL) (SEAL)

(WITNESS)

(TITLE)

(MAJOR OFFICER OF SURETY)

(TITLE)

(MAJOR OFFICER OF SURETY)

(TITLE)

(RESIDENT GENERAL AGENT)

INSTRUCTION TO PROVIDERS:

NOTICE to all Insurance and Bonding Institutions:

The Bond requires the signatures of the Vendor, two (2) major Officers of the Surety and Resident General Agent, if the Surety is a foreign or alien surety.

When the form is submitted to General Services Agency, it should be accompanied with copies of The following:

1. Current Certificate of Authority to do business on Guam issued by the Department of Revenue and Taxation.
2. Power of Attorney issued by the Surety to the Resident General Agent.
3. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.

Bonds, submitted as Bid Guarantee, without signatures and supporting documents are invalid and Bids will be rejected.

**GOVERNMENT OF GUAM
GENERAL TERMS AND CONDITIONS**

SEALED BID SOLICITATION AND AWARD

Only those Boxes checked below are applicable to this bid.

- [X] 1. **AUTHORITY:** This solicitation is issued subject to all the provision of the Guam Procurement Act (5GCA, Chapter 5) and the Guam Procurement Regulations (copies of both are available at the Office of the Complier of laws, Department of Law, copies available for inspection at General Services Agency). It requires all parties involved in the Preparation, negotiation, performance, or administration of contracts to act in good faith.
- [X] 2. **GENERAL INTENTION:** Unless otherwise specified, it is the declared and acknowledged intention and meaning of these General Terms and conditions for the bidder to provide the Government of Guam (Government) with specified services or with materials, supplies or equipment completely assembled and ready for use.
- [X] 3. **TAXES:** Bidders are cautioned that they are subject to Guam Income Taxes as well as all other taxes on Guam Transactions. Specific information on taxes may be obtained from the Director of Revenue and Taxation.
- [X] 4. **LICENSING:** Bidders are cautioned that the Government will not consider for award any offer submitted by a bidder who has not complied with the Guam Licensing Law. Specific information on licenses may be obtained from the Director of Revenue and Taxation.
- [] 5. **LOCAL PROCUREMENT PREFERENCE:** All procurement of supplies and services where possible, will be made from among businesses licensed to do business on Guam in accordance with section 5008 of the Guam Procurement Act (5GCA, Chapter 5) and Section 1-104 of the Guam Procurement Regulations.
- [X] 6. **COMPLIANCE WITH SPECIFICATIONS AND OTHER SOLICITATION REQUIREMENTS:**
Bidders shall comply with all specifications and other requirements of the Solicitation.
- [X] 7. **"ALL OR NONE" BIDS: NOTE:** By checking this item, the Government is requesting all of the bid items to be bided or none at all. The Government will not award on an itemized basis.
- [X] 8. **INDEPENDENT PRICE DETERMINATION:** The bidder, upon signing the Invitation for Bid, certifies that the prices in his bid were derived at without collusion, and acknowledge that collusion and anti-competitive practices are prohibited by law. Violations will be subject to the provision of Section 5651 of the Guam Procurement Act. Other existing civil, criminal or administrative remedies are not impaired and may be in addition to the remedies in Section 5651 of the Government code.
- [X] 9. **BIDDER'S PRICE:** The Government will consider not more than two (2) (Basic and Alternate) item prices and the bidder shall explain fully each price if supplies, materials, equipment, and/or specified services offered comply with specifications and the products origin. Where basic or alternate bid meets the minimum required specification, cost and other factors will be considered. Failure to explain this requirement will result in rejection of the bid.
- [X] 10. **BID ENVELOPE:** Envelope shall be sealed and marked with the bidder's name, Bid number, time, date and place of Bid Opening.
- [X] 11. **BID GUARANTEE REQUIREMENT:** Bidder is required to submit a Bid Guarantee Bond or standby irrevocable Letter of Credit or Certified Check or Cashier's Check in the same bid envelope to be held by the Government pending award. The Bid Guarantee Bond, Letter of Credit, Certified Check or Cashier's Check must be issued by any local surety or banking institution licensed to do business on Guam and made payable to the Treasure of Guam in the amount of fifteen percent (15%) of his highest total bid offer. The Bid Bond must be submitted on Government Standard Form BB-1 (copy enclosed). Personal Checks will not be accepted as Bid Guarantee. If a successful Bidder (contractor) withdraws from the bid or fails to enter into contract within the prescribed time, such Bid guarantee will be forfeited to the Government of Guam. Bids will be disqualified if not accompanied by Bid Bond, Letter of Credit, Certified Check or Cashier's check. Bidder must include in his/her bid, valid copies of a Power of Attorney from the Surety and a Certificate of Authority from the Government of Guam to show proof that the surety company named on the bond instrument is authorized by the Government of Guam and qualified to do business on Guam. For detailed information on bonding matters, contact the Department of Revenue and Taxation. Failure to submit a valid Power of Attorney and Certificate of Authority on the surety is cause for rejection of bid. Pursuant to 5 GCA § 5212, all competitive sealed bidding for the procurement of supplies or services exceeding \$25,000.00 a 15% Bid Security of the total bid price must accompany the bid package. The bid bond, Letter of Credit, Certified Check or Cashier's Check will serve as Bid Security for this procurement.
- [X] 12. **PERFORMANCE GUARANTEE:** Bidders who are awarded a contract under this solicitation, guarantee that goods will be delivered or required services performed within the time specified. Failure to perform the contract in a satisfactory manner may be cause for suspension or debarment from doing business with the Government of Guam. In addition, the Government will hold the Vendor liable and will enforce the requirements as set forth in Section 41 of these General Terms and Conditions.
- [X] 13. **SURETY BONDS:** Bid and Bid Bonds coverage must be signed or countersigned in Guam by a foreign or alien surety's resident general agent. The surety must be an Insurance Company, authorized by the government of Guam and qualified to do business in Guam. Bids will be disqualified if the Surety Company does not have a valid Certificate of Authority from the Government of Guam to conduct business in Guam.
- [X] 14. **COMPETENCY OF BIDDERS:** Bids will be considered only from the bidders who, in the opinion of the Government, can show evidence of their ability, experience, equipment, and facilities to render satisfactory service.
- [X] 15. **DETERMINATION OF RESPONSIBILITY OF BIDDERS:** The Chief Procurement Officer reserves the right for securing from bidders information to determine whether or not they are responsible and to inspect plant site, place of business; and supplies and services as necessary to determine their responsibility in accordance with Section 16 of these General Terms and Conditions.
(2 GAR, Div. 4 § 3116)

[X] 16. STANDARD FOR DETERMINATION OF LOWEST RESPONSIBLE BIDDER:

In determining the lowest responsible offer, the Chief Procurement Officer shall be guided by the following:

- a) Price of items offered.
- b) The ability, capacity, and skill of the Bidder to perform.
- c) Whether the Bidder can perform promptly or within the specified time.
- d) The quality of performance of the Bidder with regards to awards previously made to him.
- e) The previous and existing compliance by the Bidder with laws and regulations relative to procurement.
- f) The sufficiency of the financial resources and ability of the Bidder to perform.
- g) The ability of the bidder to provide future maintenance and services for the subject of the award.
- h) The compliance with all of the conditions to the Solicitation.
- i) In addition to page 37 under Award of Contract.

[X] 17. TIE BIDS: If the bids are for the same unit price or total amount in the whole or in part, the Chief Procurement Officer will determine award based on 2 GAR, Div. 4, § 3109(o) (2) or to reject all such bids.

[] 18. BRAND NAMES: Any reference in the Solicitation to manufacturer's Brand Names and number is due to lack of a satisfactory specification of commodity description. Such preference is intended to be descriptive, but not restrictive and for the sole purpose of indicating prospective bidders a description of the article or services that will be satisfactory. Bids on comparable items will be considered provided the bidder clearly states in his bid the exact articles he is offering and how it differs from the original specification.

[X] 19. DESCRIPTIVE LITERATURE: Descriptive literature(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The literature furnished must clearly identify the item(s) in the Bid. The descriptive literature is required to establish, for the purpose of evaluation and award, details of the product(s) the bidder proposes to furnish including design, materials, components, performance characteristics, methods of manufacture, construction, assembly or other characteristics which are considered appropriate. Rejection of the Bid will be required if the descriptive literature(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the descriptive literature(s) by the time specified in the Solicitation will require rejection of the bid.

[] 20. SAMPLES: Sample(s) of item(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The sample(s) should represent exactly what the bidder proposes to furnish and will be used to determine if the item(s) offered complies with the specifications. Rejection of the Bid will be required if the sample(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the sample(s) by the time specified in the Solicitation will require rejection of the Bid.

[] 21. LABORATORY TEST: Successful bidder is required to accompany delivery of his goods with a Laboratory Test Report indicating that the product he is furnishing the Government meets with the specifications. This report is on the bidder's account and must be from a certified Testing Association.

[X] 22. AWARD, CANCELLATION, & REJECTION: Award shall be made to the lowest responsible and responsive bidder, whose bid is determined to be the most advantageous to the Government, taking into consideration the evaluation factors set forth in this solicitation. No other factors or criteria shall be used in the evaluation. The right is reserved as the interest of the Government may require to waive any minor irregularity in bid received. The Chief Procurement Officer shall have the authority to award, cancel, or reject bids, in whole or in part for any one or more items if he determines it is in the public interest. Award issued to the lowest responsible bidder within the specified time for acceptance as indicated in the solicitation, results in a bidding contract without further action by either party. In case of an error in the extension of prices, unit price will govern. The Government reserves the right to increase or decrease the quantity of the items for award and make additional awards for the same type items and the vendor agrees to such modifications and additional awards based on the bid prices for a period of one (1) year after original award. No award shall be made under this solicitation which shall require advance payment or irrevocable letter of credit from the government (2 GAR, Div.4 §1103).

[X] 23. MARKING: Each outside container shall be marked with the Purchase Order number, item number, brief item description and quantity. Letter marking shall not be less than 3/4" in height.

[X] 24. SCHEDULE FOR DELIVERY: Successful bidder shall notify the Department of Public Works/General Services Agency, Telephone Nos. 646-3139 DPW / GSA 475-1707 or 475-713, at least twenty-four (24) hours before delivery of any item under this solicitation.

[X] 25. BILL OF SALE: Successful supplier shall render Bills of Sale for each item delivered under this contract. Failure to comply with this requirement will result in rejection of delivery. The Bill of Sale must accompany the items delivered but will not be considered as an invoice for payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.

[X] 26. MANUFACTURER'S CERTIFICATE: Successful bidder is required, upon delivery of any item under this contract, to furnish a certificate from the manufacturer indication that the goods meet the specifications. Failure to comply with this request will result in rejection of delivery payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.

[X] 27. INSPECTION: All supplies, materials, equipment, or services delivered under this contract shall be subject to the inspection and/or test conducted by the Government at destination. If in any case the supplies, materials, equipment, or services are found to be defective in material, workmanship, performance, or otherwise do not conform with the specifications, the Government shall have the right to reject the items or require that they be corrected. The number of days required for correction will be determined by the Government.

[X] 28. MOTOR VEHICLE SAFETY REQUIREMENTS: The Government will only consider Bids on motor vehicles which comply with the requirements of the National Traffic and Motor Vehicle safety Act of 1966 (Public Law 89-563) and Clean Air Act as amended (Public Law 88-206), that are applicable to Guam. Bidders shall state if the equipment offered comply with these aforementioned Federal Laws.

- [X] 29. **SAFETY INSPECTION:** All motor vehicles delivered under this contract must pass the Government of Guam Vehicle Inspection before delivery at destination.
- [X] 30. **GUARANTEE:**
- a. **Guarantee of Vehicle Type of Equipment:**
The successful bidder shall guarantee vehicular type of equipment offered against defective parts, workmanship, and performance, for a period of not less than one (1) year after date of receipt of equipment. Bidder shall also provide service to the equipment for at least one (1) year. Service to be provided shall include, but will not be limited to tune ups (change of spark plugs, contact points and condensers) and lubrication (change of engine and transmission oil). All parts and labor shall be at the expense of the bidder. All parts found defective and not caused by misuse, negligence or accident within the guarantee period shall be repaired, replaced, or adjusted within six (6) working days after notice from the Government and without cost to the Government. Vehicular type of equipment as used in this context shall include equipment used for transportation as differentiated from tractors, backhoes, etc.
- (b) **Guarantee of Other Type of Equipment:**
The successful bidder shall guarantee all other types of equipment offered, except those mentioned in 30a, above, against defective parts, workmanship, and performance for a period of not less than three (3) months after date of receipt of equipment. Bidder shall also provide service to the equipment for at least three (3) months. All parts found defective within that period shall be repaired or replaced by the Contractor without cost to the Government. Repairs, adjustments or replacements of defective parts shall be completed by the contractor within six (6) working days after notice from the Government.
- (c) **Compliance with this Section is a condition of this Bid.**
- [X] 31. **REPRESENTATION REGARDING ETHICS IN PUBLIC PROCUREMENT:** The bidder or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a Government employee to breach any of the ethical standards and represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth on Chapter 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.
- [X] 32. **REPRESENTATION REGARDING CONTINGENT FEES:** The contractor represents that it has not retained a person to solicit or secure a Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business (GPR Section 11-207).
- [X] 33. **EQUAL EMPLOYMENT OPPORTUNITY:** Contractors shall not discriminate against any employee or applicant of employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that employees are treated equally during employment without regards to their race, color, religion, sex, or national origin.
- [X] 34. **COMPLIANCE WITH LAWS:** Bidders awarded a contract under this Solicitation shall comply with the applicable standard, provisions, and stipulations of all pertinent Federal and/or local laws, rules, and regulations relative to the performance of this contract and the furnishing of goods.
- [] 35. **CHANGE ORDER:** Any order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-03.1 of the Guam Procurement Regulations.
- [X] 36. **STOP WORK ORDER:** Any stop work order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-04.1 of the Guam Procurement Regulations.
- [X] 37. **CANCELLATION OF INVITATION FOR BIDS OR REQUEST FOR PROPOSALS:** Any Invitation for Bid may be cancelled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when it is in the best interests of the Territory in accordance with regulations promulgated by the Policy Office. The reasons therefor shall be made part of the contract file.
- [X] 38. **TIME FOR COMPLETION:** It is hereby understood and mutually agreed by and between the contractor and the Government that the time for delivery to final destination or the timely performance of certain services is an essential condition of this contract. If the contractor refuses or fails to perform any of the provisions of this contract within the time specified in the Purchase Order (from the date Purchase Order is acknowledged by vendor), then the contractor is in default. Defaults will be treated subject to and in accordance with the provisions of 2 GAR, Div. 4 § 6101(8)
- [X] 39. **JUSTIFICATION OF DELAY:** Bidders who are awarded contracts under this Solicitation, guarantee that the goods will be delivered to their destination or required services rendered within the time specified. If the bidder is not able to meet the specified delivery date, he is required to notify the Chief Procurement Officer of such delay. Notification shall be in writing and shall be received by the Chief Procurement Officer at least twenty-four (24) hours before the specified delivery date. Notification of delay shall include an explanation of the causes and reasons for the delay including statement(s) from supplier or shipping company causing the delay. The Government reserves the right to reject delay justification if, in the opinion of the Chief Procurement Officer, such justification is not adequate.

- [X] 40. **SERVICE-DISABLED VETERAN OWNED BUSINESS PREFERENCE:** Bidding is subject to the policy in favor of Service-Disabled Veteran Owned Business as defined in 5 GCA sections 5011 and 5012.
- [X] 41. **LIQUIDATED DAMAGES:** When the contractor is given notice of delay or nonperformance as specified in Paragraph 1 (Default) of the Termination for Default Clause of this contract and fails to cure in the time specified, the contractor shall be liable for damages for delay in the amount of one-fourth of one percent (1%) of outstanding order per calendar day from date set for cure until either the territory reasonable obtains similar supplies or services if the contractor is terminated for default, or until the contractor provides the supplies or services if the contractor is not terminated for default. To the extent that the contractor's delay or non-performance is excused under Paragraph 15 (Excuse for Nonperformance or Delayed Performance) of the Termination for Default Clause of this contract, liquidated damages shall not be due the territory. The contractor remains liable for damages caused other than by delay. **2 GAR, Div. 4 §6101(d).**
- [X] 42. **PHYSICAL LIABILITY:** If it becomes necessary for the Vendor, either as principal, agent or employee, to enter upon the premises or property of the Government of Guam in order to construct, erect, inspect, make delivery or remove property hereunder, the Vendor hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protections against the occurrence of any accidents, injuries or damages to any person or property during the progress of the work herein covered, and to be responsible for, and to indemnify and save harmless the Government of Guam from the payment of all sums of money by reason of all or any such accidents, injuries or damages that may occur upon or about such work, and fines, penalties and loss incurred for or by reasons of the violations of any territorial ordinance, regulations, or the laws of Guam or the United States, while the work is in progress. Contractor will carry insurance to indemnify the Government of Guam against any claim for loss, damage or injury to property or persons arising out of the performance of the Contractor or his employees and agents of the services covered by the contract and the use, misuse or failure of any equipment used by the contractor or his employees or agents, and shall provide certificates of such insurance to the Government of Guam when required.
- [X] 43. Contract will be cancelled if funds not appropriated or insufficient, and that government will timely inform contractor. **2 GAR, Div.4 §3121(e) (1) (C) and 2 GAR, Div.4 § 3121(e)(1)(D).**
- [X] 44. If cancelled, contractor will be reimbursed unamortized reasonably incurred non-recurring costs. **2 GAR, Div.4 § 3121(e) (1) (G).**
- [X] 45. **CONTACT FOR CONTRACT ADMINISTRATION:** If your firm receives a contract as a result of this Solicitation, please designate a person whom we may contact for prompt administration.

Name: _____

Title: _____

Address: _____

Telephone: _____

GOVERNMENT OF GUAM

SEALED BID SOLICITATION INSTRUCTIONS

1. **BID FORMS:** Each bidder shall be provided with one (1) Solicitation form. Additional copies may be provided upon request. Bidders requesting additional copies of said forms will be charged per page in accordance with 5 GCA § 10203 of the Government Code of Guam. All payments for this purpose shall be by cash, certified check or money order and shall be made payable to the General Services Agency (EO 86-24).
2. **PREPARATIONS OF BIDS:**
 - a) Bidders are required to examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at bidder's risk.
 - b) Each bidder shall furnish the information required by the Solicitation. The bidder shall sign the solicitation and print or type his name on the Schedule. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent are to be accompanied by evidence of this authority unless such evidence has been previously furnished to the issuing office.
 - c) Unit price for each unit offered shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the amount column of the Schedule for each item offered. In case of discrepancies between a unit price and extended price, the unit price will be presumed to be correct.
 - d) Bids for supplies or services other than those specified will not be considered. Time, if stated as a number of days, means calendar days and will include Saturdays, Sundays, and holidays beginning the day after the issuance of a Notice to Proceed. Time stated ending on a Saturday, Sunday or Government of Guam legal holiday will end at the close of the next business day.
 - e) No Entitlement To Preparation Costs – the bidder expressly waives any right it may have against the government for any expenses incurred in connection with the preparation of its bid.
3. **EXPLANATION TO BIDDERS:** Any explanation desired by a bidder regarding the meaning or interpretation of the Solicitation, drawings, specifications, etc., must be submitted in writing and with sufficient time allowed for a written reply to reach all bidders before the submission of their bids. Oral explanations or instructions given before the award of the contract will not be binding until or unless such statements are memorialized in writing and distributed to registered prospective bidders. Any information given to a prospective bidder concerning a Solicitation will be furnished to all prospective bidders in writing as an amendment to the Solicitation if such information would be prejudicial to informed bidders.
4. **PRE-OPENING MODIFICATION OR WITHDRAWAL OF BIDS:** Bids may be modified or withdrawn by written notice received by the Government entity designated in the Invitation for Bid (IFB) prior to the due date. A telegraphic modification or withdrawal received by telephone from the receiving telegraph company office prior to the time and date of set for submission/opening will be effective if the telegraph company confirms the telephone message by sending a written copy of the telegram showing that the message was received at such office prior to the due date.
5. **ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS:** Receipt of an amendment to a Solicitation by a bidder must be acknowledged by signing an acknowledgement of receipt of the amendment. Such acknowledgement must be received prior to the hour and date specified for receipt of bids.
6. **SUBMISSION OF BIDS:**
 - a) Bids and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the Solicitation. The bidder shall show the hour and date specified in the Solicitation for receipt, the Solicitation number, and the name and address of the bidder on the face of the envelope.
 - b) Telegraphic bids will not be considered unless authorized by the Solicitation. However, bids may be modified or withdrawn by written or telegraphic notice, provided such notice is received prior to the hour and date specified for receipt (see paragraph 6 of these instructions).
 - c) Samples of items, when required, must be submitted within the time specified, unless otherwise specified by the Government, at no expense to the Government. If not destroyed by testing, samples will be returned at bidder's request and expense, unless otherwise specified by the Solicitation.
 - d) Regardless of any Attempt by a bidder to condition the bid, unsolicited samples or descriptive literature will not be examined or tested at the bidder's risk, and will not be deemed to vary any of the provisions of this Solicitation.
7. **FAILURE TO SUBMIT BID:** If no bid is to be submitted, do not return the solicitation unless otherwise specified. A letter or postcard shall be sent to the issuing office advising whether future Solicitations for the type of supplies or services covered by this Solicitation are desired.
8. **LATE BID, LATE WITHDRAWALS, AND LATE MODIFICATIONS:**
 - a) Definition: Any bid received after the time and date set for receipt of bids is late. Any withdrawal or modification of a bid received after the time and date set for opening of bids at the place designated for opening is late (Guam Procurement Regulations 2 GAR, Div.4 §3109(k)).
 - b) Treatment: No late bid, late modification, or late withdrawal will be considered unless received before contract award, and the bid, modification, or withdrawal would have been timely but for the action or inaction of territorial personnel directly serving the procurement activity.

- 9 **CANCELLATION OR REVISION OF BID:** This IFB may be canceled, or any and all bids may be rejected in whole or in part as may be pursuant to GAR § 3115, when it is in the best interest of the Government. Additionally, in accordance with GAR § 9105, if prior to award it is determined that a solicitation or proposed award of a contract is in violation of the law, then the solicitation or proposed award shall be canceled or revised to comply with the law. The reasons therefore shall be made part of the contract file.
- 10 **REJECTION OF BIDS:** Any bid submitted in response to this IFB may be rejected in whole or in part with it is in the best interest of the Government, in accordance with GAR § 3115(e). Reasons for rejecting bids include but are not limited to: (1) The business that submitted the bids is non-responsive as determined under GAR § 3116; (2) The bid ultimately fails to meet the announced requirements of the Government in some material respect; or (3) The bid price is clearly unreasonable. Upon request, unsuccessful bidders shall be advised of the reasons for rejection.

When bids are rejected, or a solicitation canceled after bids are received, the bids which have been opened shall be retained in the procurement file, or if unopened, returned to the bidders upon request, or otherwise disposed of pursuant to GAR § 3115(g).

11. **TERMINATION OF CONTRACT:** 1. TERMINATION OF CONVENIENCE PURSUANT TO GAR § 6101(10)
- (a) Termination: The Government, when the interest of the Government so requires, may terminate this contract in whole or in part, for the Convenience of the Government. The Purchasing Agency shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.
 - (b) Contractor's Obligations: The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified.
 - (c) Condition of Termination: Notwithstanding the foregoing, the cessation of services for people requiring services shall be contingent upon the Government obtaining a substitute provider for the services and the contractor shall cooperate by taking all reasonable and necessary steps to ensure that services are not interrupted and transferred to the succeeding provider. The contractor shall issue a written memorandum detailing the status of the contractor's ongoing services initiating termination or any fault of either party.
12. **MANDATORY DISPUTES RESOLUTION CLAUSE:** In the event of a conflict between this "Mandatory Disputes Resolution Clause" and any other terms in this contract, it is the intent of the government of Guam and the contractor that the terms of this clause are to be given precedence.
- (1) Disputes – Contractual Controversies. The government of Guam and the contractor agree to attempt resolution of all controversies which arise under, or are by virtue of, this contract through mutual agreement. If the controversy is not resolved by mutual agreement, then the contractor shall request the head of the purchasing agency, or their designee, in writing to issue a final decision within sixty days after receipt of the written request in keeping with 5 GCA § 5427(c). The head of the purchasing agency or their designee shall immediately furnish a copy of the decision to the contractor, by certified mail with a return receipt requested, or by any other method that provides evidence of receipt.
 - (2) Absence of a Written Decision within Sixty Days. If the head of the purchasing agency, or their designee does not issue a written decision within sixty days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the contractor may proceed as though the head of the purchasing agency, or their designee had issued a decision adverse to the contractor.
 - (3) Appeals to the Office of Public Accountability. The head of the purchasing agency, or their designee's decision shall be final and conclusive, unless fraudulent or unless the contractor appeals the decision administratively to the Public Auditor in accordance with 5 GCA § 5706.
 - (4) Disputes – Money Owed To or By the Government of Guam. This subsection applies to appeals of the government of Guam's decision on a dispute. For money owed by or to the government of Guam under this contract, the contractor shall appeal the decision in accordance with the "Governments Claims Act", 5 GCA § 6101 et. Seq., by initially filing a claim with the Office of the Attorney General no later than eighteen months after the decision is rendered by the government of Guam or from the date when a decision should have been rendered. For all other claims by or against the government of Guam arising under this contract, the Office of the Public Auditor has jurisdiction over the appeal from the decision of the government of Guam. Appeals to the Office of the Public Auditor must be made within sixty days of government of Guam's decision or from the date the decision should have been made.
 - (5) Exhaustion of Administrative Remedies. The contractor shall exhaust all administrative remedies before filing an action in the Superior Court of Guam in accordance with applicable laws.
 - (6) Performance of Contract Pending Final Resolution by the Court. The contractor shall comply with the government of Guam's decision and proceed diligently with performance of this contract pending final resolution by the Superior Court of Guam of any controversy arising under, or by virtue of, this contract, except where the contractor claims a material breach of this contract by the government of Guam. However, if the head of the purchasing agency determines in writing that continuation of services under this contract is essential to the public's health or safety, then the contractor shall proceed diligently with performance of the contract notwithstanding any claim of material breach by the government of Guam.
13. **CONTRACT REMEDIES:** Remedies pursuant to 2 GAR § 9101. Any dispute arising under or out of this contract is subject to the provisions of Chapter 9 (Legal and Contractual Remedies) of Guam Procurement Regulations (GAR chapter 9)

DISCOUNTS:

- a) Notwithstanding the fact that prompt payment discounts may be offered, such offer will not be considered in evaluating bids for award unless otherwise specified in the Solicitation. However, offered discounts will be taken if payment is made within the discount period, even though not considered in the evaluation of bids.

- b) In connection with any discount offered, time will be computed from date of delivery and acceptance of the supplies to the destination as indicated in the purchase order or contract. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Government check.
14. **GOVERNMENT FURNISHED PROPERTY:** No material, labor or facilities will be furnished by the Government unless otherwise provided for in the Solicitation.
15. **SELLER' INVOICES:** Invoices shall be prepared and submitted in quadruplicate (one copy shall be marked "original") unless otherwise specified. Invoices shall be "certified true and correct" and shall contain the following information: Contract and order number (if any), item numbers, description of supplies or services, sizes, quantities, unit prices, and extended total. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading.
16. **RECEIPT, OPENING AND RECORDING OF BIDS:** Bids and modifications shall be publicly opened in the presence of one or more witnesses, at the time, date, and place designated in the Invitation for Bids. The name of each bidder, the bid price, and such other information as is deemed appropriate by the Procurement Officer, shall be read aloud and recorded, or otherwise made available. The names and addresses of required witnesses shall be recorded at the opening. The opened bids shall be available for public inspection except to the extent the bidder designates trade secrets or other proprietary data to be confidential as set forth in accordance with Section 12, below. Material so designated shall accompany the bid and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid. Prices, makes and models or catalogue numbers of the items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary (Guam Procurement Regulations 2 GAR, Div.4 §3109(k)).
17. **CONFIDENTIAL DATA:** If a bidder considers any information submitted in its bid to be confidential, the bidder must identify in writing to the Government those portions which it considers confidential, and must request in writing that those portions be kept confidential. Only trade secrets and proprietary data will be considered confidential. If there is a request for confidentiality, the Government will render a decision on the request as soon as practicable after bids are opened. The Government will advise any bidder requesting confidentiality, of the Government's decision in writing. If the Government does not agree with a bidder's request, then the Government will inform the bidder that it may lodge a protest regarding any part of the Government's decision by following the procedure for protests outlined in Chapter 9 of the Guam Procurement Regulations.
18. **PROHIBITION AGAINST GRATUITIES AND KICKBACKS:** With respect to this procurement and any other contract that bidder may have or wish to enter into with the Government, the bidder represents that he/she has not violated, is not violating, and promises that he will not violate the prohibition against gratuities and kickbacks set forth in the Guam Procurement Regulations - GAR § 11170(e)
19. **STATEMENT OF QUALIFICATIONS:** The ability capacity and skill of the Bidders to perform; Whether the bidder can perform promptly or within the specified time; The quality of performance of the Bidder with regards to awards previously made to him; The sufficiency of the financial resources and ability of the bidders to perform; And the compliance with all of the conditions to the solicitation.
20. **WAGE AND BENEFIT COMPLIANCE-CONTRACTORS PROVIDING SERVICES:**
(a) Contractor with regard to all person its employs whose purpose in whole or in part is the direct delivery of services contracted for with the Government of Guam in this procurement, shall pay such employees in accordance with the Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct deliverance of deliverables to the government of Guam. 5 GCA § 5801 Contractor shall be responsible for flowing down this obligation to its subcontractors.
- (b) The Wage Determination most recently issued by the U.S. Department of Labor at the time this Agreement was awarded to Contractor shall be used to determine wages and benefits which shall be paid to employees pursuant to this clause. 5 GCA § 5801
- (c) Should any contract contain a renewal clause, then at the time of renewal adjustments there shall be stipulations contained in that contract for applying the Wage Determination, so that the Wage Determination promulgated by the U.S Department of Labor on a date most recent to the renewal date shall apply. 5 GCA § 5801
- (d) In addition to the Wage Determination detailed above, health and similar benefits for employees having a minimum value as detailed in the wage Determination issued and promulgated by the U.S. Department of Labor shall apply. Contractor shall pay a minimum of ten (10) paid holidays per annum per employee. 5 GCA § 5802
- Any violation of Contractor or its subcontractors obligations of this section shall be investigated by the Guam Department of Labor and may include a monetary penalty assessment by the Guam Department of Labor of no less than One Hundred Dollars (\$100.00) per day, and no more than One Thousand Dollars (\$1,000.00) per day, until such time as a violation has been corrected, as well as the payment of all back wages and benefits due. 5 GCA § 5803
- (f) In addition to any and all other breach of contract actions the Government of Guam may have under this procurement, in the event there is a violation in the process set forth in subsection (e) above, Contractor may be placed on probationary status by the Chief Procurement Officer of the General Service Agency, or its successor, for a period of one (1) year.
- During the probationary status, a Contractor shall not be awarded any contract by any instrumentality of the Government of Guam. A Contractor who has been placed on probationary status, or has been assessed a monetary penalty pursuant to 5 G.C.A. Article 13 Title 5 may appeal such penalty or probationary status to the Superior Court of Guam. 5 GCA § 5804
- (g) Contractor along with all proposed offerors and submitter under this procurement were required to submit a Declaration of Compliance with Wage Determination laws as part of this procurement with a copy of the most recent Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor. 5 GCA §5805
- (h) The applicable USDOL Wage Determination Rate Revision (as defined by subsections (b) and (c)) is to this Agreement. Contractor agrees to provide upon written request by the Government of Guam written certification of its compliance with its obligations as part of each invoice, along with the names of any employees, their positions, and detailed wage and benefits paid in keeping with this section. Additionally upon request by Government of Guam the Contractor shall submit source documents as to those individuals provide direct services in part or whole under this Agreement and its payments to them of such wages and benefits.

21. **ETHICAL STANDARDS:** With respect to this procurement and any other contract that the Contractor may have, or wish to enter into, with Any government of Guam agency, the Contractor represents that it has not knowingly influenced, and promises that it will not knowingly influence, any government employee to breach any of the ethical standards set forth in the Guam Procurement Law and in any of the Guam Procurement Regulations. – GAR § 11103(b)
22. **PROHIBITION AGAINST CONTINGENT FEES:** The Contractor represents that he has not retained any person or agency upon an Agreement or understanding for a percentage, commission, brokerage, or other contingent arrangement, except for retention of bona fide employees or bona fide established commercial selling agencies, to solicit or secure this Agreement or any other contract with the government of Guam or its agencies. GAR § 11108(f)
23. **CONTRACTOR'S WARRANTY AS TO EMPLOYEES AND SEX OFFENSES. Reference 5 GCA 5253 (b):** Contractor warrants that no person providing services on behalf of the Contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry.

Contractor warrants that if any person providing services on behalf of Contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction. Any contractor found in violation of this section, after notice from the Government of Guam, after notice from the contracting authority of such violation, shall within twenty-four (24) hours, take corrective action and shall report such action to the contracting authority. Failure to take corrective action with the stipulated period may result in the temporary suspension of the contract at the discretion of the Government of Guam.
24. **POLICY IN FAVOR OF SERVICE-DISABLED VETERAN OWNED BUSINESSES:** P.L. 31-115 (September 20, 2011) 5 GCA § 5011 and § 5012 In the procurement of any supply or service, (except for professional services), if such supply or service is offered by a Service-Disabled Veteran Owned Business "SDVOB", as defined in 5 GCA § 5012, that is at least fifty one percent (51%) owned by service-disabled veteran(s), and if the supply or service is available within the period that is required for the procurement, and the price for the supply or service does not exceed one hundred five percent (105%) of the lowest bidder price, a preference shall be given to that SDVOB by the Government of Guam, and the supply or service shall be purchased from said SDVOB. This shall be in addition to any other procurement benefit the SDVOB may qualify for under Guam law. A business concern is a qualified SDVOB if: (a) the business concern is licensed to do business on 7Guam; (b) the business concern maintains its headquarters on Guam; (c) the business concern is at least fifty-one (51%) owned by a service-disabled veteran(s) who served in the active U.S. military service, was discharged or released under honorable conditions and whose disability is service-connected as demonstrated by a DD214, and certified by an award letter from the U.S. Department of Veterans Affairs; the DD214 and Disability award letter from U.S. Department of Veterans Affairs are submitted to the Government of Guam procuring agency for every service offered; and the service disabled veteran(s) owner(s) of the business concern has filed individual tax returns on Guam for a period of at least three (3) consecutive years.
25. **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** The undersigned Bidder certifies that the bid price submitted was Independently arrived at without collusion – GAR § 3126
26. **LICENSING OR CERTIFICATE(S) OF EXEMPTIONS:** Bidders are cautioned that the Government will not consider for award any offer submitted by a bidder who cannot comply with the Guam Licensing Law. Specific information on license or exemptions may be obtained from the Director of Revenue and Taxation.
27. **EQUAL EMPLOYMENT OPPORTUNITY:** Bidder shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that employees are treated equally during employment without regards to their race, color, religion, sex, or national origin.
28. **DISCLOSURES OF MAJOR SHAREHOLDERS:** (5 GCA § 5233)

As a condition of submitted a bid, any partnership, sole proprietorship or corporation doing business with the Government of Guam shall submit an affidavit executed under oath that lists the name and address of any person who has held more than ten percent (10%) of the outstanding interest or shares in said month period immediately preceding submission of proposal.

INTRODUCTION

These specifications are reflective of the Guam Fire Department and its needs. Most importantly, the specifications herein stated are to maximize firefighter capabilities and minimize risk of injuries. The Guam Fire Department is the primary **Fire and Emergency Services** organization on the island of Guam serving a population of over 168,000. Its primary mission is to provide quality emergency and non-emergency services to the population it serves either living, working, investing, or visiting the island of Guam. This is accomplished by responding to fires, emergency medical incidents, hazardous materials incidents, and performing services to save life, property and preserve its environment. Guam's geographical location and inherent exposure to the elements of its environment include high heat temperatures, corrosion and decomposition factors, humidity, and moisture.

INTENT OF SPECIFICATIONS

Bids are requested for a minimum **TWO (2) STRUCTURAL FIREFIGHTING PUMPERS WITH MINIMUM 1000 GPM PUMP, MINIMUM 500 GALLON WATER TANK, 5-YEAR EXTENDED SERVICE/MAINTENANCE AGREEMENT, and BASIC OPERATIONS TRAINING** for each of the fire apparatus. In general, these pumpers shall be of a 4-door configuration, with enclosed seating for a **MINIMUM OF FIVE (5) FIREFIGHTERS IN FULL PERSONAL PROTECTIVE EQUIPMENT**. The bid, which will result in an IDIQ requirements contract, must remain valid for a minimum period of 365 days from the date of receipt by the General Services Agency of the Government of Guam. 2GAR Div 4 §3119 (i) (3); 5GCA §5235

It shall be the intent of these specifications to cover the furnishing and delivery of a complete apparatus equipped as hereinafter specified. These specifications shall cover the general and performance requirements as to the type of construction and test to which the apparatus shall conform, together with certain details as to finish, equipment and appliances with which the successful bidder (bidding contractor, vendor, contractor) shall conform. Minor details of construction and materials, which are not otherwise specified, shall be left to the discretion of the manufacturing company, who shall be solely responsible for the design and construction of all features. It is and must be understood that no bidders, as of this bid, on Guam construct or manufacture fire service or emergency response vehicles but are only representatives of off-island manufacturing companies through contract. **Apparatus proposed by the bidder's representative manufacturing company shall meet the requirements of the National Fire Protection Association (NFPA) as stated in the most current Pamphlet for Engines/Pumpers.** Loose equipment shall be provided only as stated in the following pages.

The bidding contractor shall specify the manufacturing company they represent *and* shall maintain dedicated service facilities for the repair and service of the apparatus being sold. Evidence of such a facility shall be included in bid. Each bidding contractor on Guam shall furnish satisfactory evidence of the manufacturer's ability to construct the apparatus specified and shall state the location of the factory where the apparatus is to be built. The bidding contractor shall also show that both its service facilities and the manufacturing company are in position to render prompt service and to furnish replacement parts.

Each bid shall be accompanied by a detailed set of "Contractor's Specifications" consisting of a detailed description of the apparatus and equipment proposed, and to which the apparatus furnished under contract shall conform. These specifications shall indicate size, type, model and make of all component parts and equipment.

GENERAL CONSTRUCTION

The Guam Fire Department will consider manufacturer "stock units" that meet the specifications if delivery times are significantly reduced. The apparatus shall be designed with weight balance and distribution, emergency lighting, plumbing, electrical, etc., in accordance with the recommendations of the National Fire Protection Association, Federal Motor Vehicle Safety Standards, and any and all regulatory agencies.

ELIMINATION OF DIVIDED RESPONSIBILITY

It is understood that numerous manufacturers may manufacture various components of the apparatus. It is emphasized here that the responsibility for the quality of the entire apparatus, to include warranties and warranty work, lies solely with the successful bidding contractor so that divided responsibilities are not a problem to the Guam Fire Department. This would maintain improved service ability, stock standardized parts, maintain longevity, provide excellent quality, and reliability, fit and finish, and reduced construction and assembly time. Therefore, bids shall only be accepted from vendors that accept responsibility for the collective management and action on all warranty components.

The chassis, cab, and body, must be joined on the premises of the bidder or the manufacturer being represented by the bidder, after which the bidder must also be qualified and authorized to complete all required warranty repairs relative to the apparatus. The bidder shall provide evidence that they comply with this requirement.

Each bidding contractor on Guam shall furnish satisfactory evidence of their representing company's ability to assemble the apparatus specified and shall state the location of the factory where the final assembly of the apparatus will take place. The bidding contractor shall also show that the local service facility is capable of rendering prompt service and keeping replacement parts on hand.

MANUFACTURER'S RELIABILITY

The bidding contractor on Guam and the representative's manufacturer must be satisfactory to the Guam Fire Department and the General Services Agency of the Government of Guam in terms of experience, reliability, and demonstrated ability to manufacture equipment, comparable as to size and type, as specified. A list, as well as contact numbers, of fire departments located in the United States that have purchased the same type of apparatus from the manufacturer over the past five years must be supplied along with the contractor's submission.

MANUFACTURER'S SOLVENCY

The solvency of the manufacturer is a prime concern of the purchaser. Each submission shall include an In-Depth Risk Assessment Report from Dun and Bradstreet on the apparatus manufacturer. Failure to submit such a statement could be cause for rejection. (Such statements are available to the public on the Internet.)

BUILT IN USA

All major components must be built and assembled in the United States of America (engine, cab, chassis, and body).

FACTORY AUTHORIZED SERVICE CENTER

The bidding contractor must provide a factory authorized service center (contractor) on Guam to include a minimum of two factory trained (trained by fire apparatus manufacturer) technicians to perform maintenance and repairs of all fire apparatus and systems, including power train, chassis, and controls. All service technicians must possess, at minimum, the appropriate, current ASE (Automotive Service Excellence) or EVT (Emergency Vehicle Technician) Certification from the respective manufacturer. The specific ASE or EVT certifications are dependent upon the specifications of the bid/quote submission by each contractor. This section part shall be applicable to the successful contractor; all required Maintenance Services on the emergency response vehicles and must be in place prior to apparatus acceptance.

The contractor also is required to provide warranty service at fire station locations whenever major shop work is not involved such as typical preventive maintenance warranty work. If, while under warranty, the apparatus is in need of towing for undetermined reasons, the contractor shall provide for that service, without delay. For warranty service involving the shop, the apparatus will be delivered to and picked up from the contractor's facility by fire department personnel. Towing and Wrecking Service inclusive of any storage fees shall be at no cost to the Guam Fire Department/Government of Guam. The contractor agrees to keep the apparatus in a covered, protected area at all times while the apparatus is in its possession. The contractor, for the units in its possession, shall provide proper insurance coverage for the apparatus. The contractor shall indicate, within the bid/quote submission, the location of their service center(s) and the number of mobile service unit(s) available. The contractor shall also submit all certifications for their current service technicians. This information will indicate to the reviewer(s) the resources offered by each contractor.

The Guam Fire Department reserves the right to visit the facility for evaluation and reject any contractor that, in the opinion of the Fire Chief of the Guam Fire Department or his designee, does not fully comply with the provisions of this section.

SERVICE ABILITY

The Guam Fire Department places a high priority on service. All bidders shall therefore provide complete details of their ability to service the apparatus proposed, including but not limited to the following:

- Service Facility
- Service Vehicles
- Certified Service Employees [EVT / NAEVT / NFPA 1002 & or ASE]
- Service Philosophy

The service ability section of these specifications will be a major factor in determining the successful bidder. Limited manpower does not allow for the apparatus to be taken to various places for repairs. It is the opinion of the Fire Department that repairs to the apparatus in the fire station or a local service facility will reduce the out of service time of the apparatus.

The bidder or the authorized service center shall have a minimum of one fully equipped service vehicle, which shall carry spare parts and repair equipment needed to work on the apparatus proposed.

The bidder must provide a service representative within 24 hours of a call of a unit being placed out-of-service.

Each bidder shall provide a notarized document stating his ability. Alternatives to the service ability section may be offered if equal to or exceeding what is being asked for. All alternatives must be in writing and completely detailed to be considered.

REPLACEMENT PARTS

The contractor on these specifications must maintain a stock of repair parts on Guam. The Guam Fire Department reserves the right to reject submissions of contractors that cannot produce satisfactory evidence that they can furnish, promptly, all spare parts needed for service or repair of the equipment herein specified.

The successful contractor shall also maintain in stock, at minimum, one (1) spare engine and transmission of the same type as the specified fire apparatus. This shall also include stock fast moving items or consumable parts compatible for the specified apparatus, engine and transmission to allow for decreased downtime of the emergency response vehicle.

SPECIFICATION BID REQUIREMENTS

Bidding contractors shall indicate in the **"Complies/Remarks"** column if their bid complies on each item specified. Exceptions/Equivalents shall be allowed if they are equal to or superior to that specified, and provided they are listed and fully explained either on the Remarks column or on a separate page. Bids taking total exception to specifications, without justification, shall not be acceptable. Minor details, such as color, location, or placement of non-functional items, requires only indication on "Complies/Remarks" column. This paragraph does not apply to sections in the specification or IFB that mention a specific brand name.

EXCEPTIONS/EQUIVALENTS

Exceptions and Equivalent Substitutions are allowable; however, must be stated within the bid submission packet. Contractors and manufacturing companies submitting specifications that are equal to or greater than these specifications, hereinafter referred to as "Equivalent(s)", will be allowed after review for said quality and compliance. This paragraph does not apply to sections in the specification or IFB that mention a specific brand name.

Any submitted "Equivalent" in construction, performance, test, or items of equipment (purchaser's specification and contractor's submission), shall be noted on "Complies/Remarks" line or, if necessary, on a separate sheet along with the contractor's submission in specification sequence citing page, section, and/or line numbers.

SUBMISSION REVIEW

A complete set of contractor's specifications, with generic scale drawings showing the front, rear, left, right, and top view of the proposed apparatus, must be submitted with the bid for the purpose of comparison.

To properly review all bids/quotes, the Government of Guam General Services Agency, will utilize its policies, rules and regulations as well as the provisions of the most current version of the Guam Procurement Code, Guam Code Annotated and other public laws that govern this procurement.

FAILURE TO LIST, LIQUIDATED DAMAGES, AND DEFAULT

Failure to list an exception or equivalent means the contractor is complying 100% with these specifications. Apparatus will be inspected on delivery for compliance with specifications. Exceptions noted at that time will not be acceptable and can be cause for immediate rejection of apparatus unless they were originally listed in the contractor's submission. Liquidated damages (penalty) of one-fourth (¼) of one percent (1%) of outstanding order per calendar day shall be deducted from the final payment until the apparatus is considered acceptable. If after 30 days, the apparatus is not brought up to compliance, the contractor will be considered in default of the contract, and procedures to institute the provisions of the performance bond may commence.

PRECONSTRUCTION CONFERENCE (PRE-BID CONFERENCE)

A preconstruction conference will be held between Guam Fire Department representatives and the bidding contractor upon being awarded the contract. The purpose of the conference will be to go over, in detail, all final engineering aspects of the apparatus being built as well as a reasonable delivery timeframe.

APPROVAL DRAWINGS

Generic proposed drawings shall be furnished with the bid/quote; however, detailed drawings and blueprints for approval, must be furnished to the Guam Fire Department, within 7 calendar days after the conclusion of the preconstruction conference. The engineering drawing must be drawn to scale and be representative of the fire apparatus unit after the preconstruction conference clarifications are incorporated. Views of sides as well as the front, back, top, and all critical features must be shown. Location of major components shall be so indicated on the drawing. A minimum of two drawings shall be supplied. Generic drawings that were submitted with the bid are unacceptable.

The Guam Fire Department will make every effort to correct the approval drawing before it is returned. However, if a variation or omission between the approval drawing and the written specifications is discovered, the written specifications shall prevail.

SPECIAL REQUIREMENTS

The overall size and weight of the finished apparatus is critical to the Guam Fire Department. The contractor shall supply all special and specific information and facts regarding the performance of the apparatus, to include but not limited to compartment sizes, overall length, width, height, wheelbase, turning radius, individual axle loads, acceleration, braking distances, increasing roadway grades, and fully loaded weight of the apparatus.

Each bid shall include a turning radius report which shall show the wall to wall, curb to curb and bumper to bumper turning radius of the proposed vehicle.

Each bidder shall provide a complete weight analysis with the bid indicating the estimated front and rear axle weights for the loaded vehicle including (5) Five, 200 lb. firefighters, tools and a minimum 4000 pounds of Fire Department supplied equipment. No deviation from this requirement will be allowed.

Weight distribution shall not load the vehicle in such a manner as to exceed any individual axle ratings, spring or spring hanger rating, or tire and wheel rating. Axles are to carry weight distribution as per NFPA 1901 and SAE axle loading.

Certified weight readings are to be furnished with each apparatus as to front, rear, right side, and left side loaded curb weight.

LIQUIDATED DAMAGES

Liquidated damages will be assessed as provided in General Terms and Conditions. If after 30 days, the apparatus is not brought up to compliance, the contractor will be considered in default of the contract, and procedures to institute the provisions of law regarding the Bid Security may commence in accordance with 2 CFR § 200.326.

In the event of default by the bidder, the Guam Fire Department/Government of Guam may procure the articles or services from any other sources without further advertising and the contractor will be responsible for any excess costs occasioned thereby.

PERFORMANCE BOND

Failure of the contractor to complete delivery according to the contract and specifications will be cause to begin action to institute the provisions of the performance bond. The bond also shall guarantee compliance and performance with the warranty provisions of the specifications. Bonds issued to agents of the manufacturer are unacceptable.

BOND SUPPLIER'S QUALIFICATIONS

The bonds furnished by the successful contractor shall be from a surety company in Guam with a current license to underwrite surety bonds by the Government of Guam.

BID BOND/CERTIFIED CHECK

A bid bond or certified check in the amount of 15% of the bid amount shall be furnished with the bidder's submission. The bond/check will ensure that the contractor submits a performance bond within 14 days of notice of award of contract. The successful contractor's bid bond/check will be returned or released after a contract is executed and an acceptable

performance bond has been delivered. In case of failure to comply within the stated time, the bid bond/check will be forfeited as liquidated damages because of the default. The bid bond or check of all other contractors will be returned after all submissions are reviewed and an award has been made.

PREPARATION COSTS

Any vendor, protestant, and/or appellant of a denied protest has no entitlement to preparation costs or fees/charges associated with protest.

WITHDRAWAL OF SUBMISSIONS

No submission may be withdrawn within three hundred sixty-five (365) days following the submissions by the bidders to the General Services Agency of the Government of Guam.

SUBMISSION INDICATES ACCEPTANCE

Submission of a bid or quotation indicates acceptance of all terms and conditions by the bidder.

AWARD OF CONTRACT

A contract will be awarded, as soon as practicable, following the review of the bid/quote; to engineer, design, construct, and deliver the type of vehicle specified. It is not the intention of the Guam Fire Department/Government of Guam to write off contractors, vendors, or manufacturers of similar or equal equipment of the types specified. It should be noted; however, that this specification is written around specific needs of the Guam Fire Department.

Bid packages received shall be evaluated by the following criteria and order of importance:

1. Contractor's overall conformance to specifications (including equivalents);
2. Manufacturing and delivery schedule;
3. Technical specifications and dimensions (design and engineering);
4. Contractor's logistical and service support;
5. Warranty provisions;
6. Contractor's demonstrated capabilities and qualifications;
7. Contractor's past performance on similar vehicles.

An award shall be given to the contractor whose submission meets these specifications at the most competitive price.

INFRINGEMENTS AND INDEMNIFICATIONS

Upon the award of an order or contract, the successful bidder shall protect, defend and save the Guam Fire Department/Government of Guam harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction or form of the work covered by either order or contract.

The bidder further shall indemnify and save the Guam Fire Department/Government of Guam harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, and/or the agents, employees, successors or assigns of the contractor.

DEFAULT PROVISIONS

In the event of default by the bidder, the Guam Fire Department/Government of Guam may procure the articles or services from any other sources without further advertising and the contractor will be responsible for any excess costs occasioned thereby.

PRICING

The bidder's bid/quote shall include the price and charges for all items requested. This price shall also include all charges for delivery to the Guam Fire Department/Government of Guam.

PAYMENT TERMS

The Guam Fire Department will accept no contract form that requires down payments, progressive payments during construction, or contracts with escalator clauses. Terms of payment shall be 100% payment, within thirty (30) days, upon delivery, testing, and acceptance of the vehicle and receipt of invoice. No other terms shall be acceptable other than those in the purchase order or contract drafted by the Government of Guam.

DELIVERY TERMS

The contractor shall deliver the completed apparatus to the agreed upon ocean port for overseas shipping to Guam.

Delivery terms will be determined during the preconstruction conference, but in general, must be delivered in a reasonable amount of time. Evaluation criteria will take into consideration the length of time for delivery.

OCEAN FREIGHT

Vehicles will ship roll on roll off service by ocean to Guam port. Apparatus will be sprayed with a corrosion preventative and shipped under deck to prevent direct exposure to salt air and spray.

PRE-DELIVERY SERVICE

After transportation from the factory and immediately prior to delivery, the apparatus shall receive pre-delivery service consisting of a thorough cleaning, an engine oil and filter change, chassis lubrication, adjustment of the engine to the manufacturer's specifications, and a complete inspection including all electrical and mechanical devices for proper operation and correction of leaks or obvious problems. This is the responsibility of the contractor. The complete cost for this service shall be included within the price submitted by the contractor.

ACCEPTANCE

Acceptance of the delivered apparatus and equipment will be made at the completion of all required tests and the receipt of all specified equipment. Equipment items not delivered at the time of the tests or construction not in conformance with the contractor's proposal will be cause for the accepting authority to withhold payment until all conditions of the final, approved specification have been met.

Failure to comply with changes to conform to any clause of the specifications, within 30 days after notice is given to the bidder of such changes, shall also be a cause for rejection of the apparatus.

A road test, where applicable, equal to the requirements of NFPA 1901, will be performed after the apparatus is fully equipped and loaded. The apparatus must pass all the requirements of this chapter to be considered acceptable.

The Department of Public Works and the Guam Fire Department of the Government of Guam shall inspect the apparatus and verify the complete compliance with the approved specifications. When compliance has been verified, only then will clearance be given for delivery to and final acceptance by the Guam Fire Department.

PRODUCT LIABILITY INSURANCE

The contractor shall supply product liability insurance of not less than \$1,000,000.00 (one million dollars). Documentation of the amount of product liability carried by the manufacturer and the name of the insurance carrier shall be provided by the contractor at the time of bid/quote submission. The successful contractor shall defend any and all suits and assume liability for the use of a patented device or an article forming a part of the apparatus furnished under the contract. Failure to supply a copy of the Certificate of Insurance with the bid/quote will be cause for immediate rejection of the contractor's submission.

ROAD AND PERFORMANCE TESTS

The road and performance tests required are those specified in NFPA Standard 1901 and shall be conducted at the time of the pre-delivery to the purchaser at the manufacturer's facility. In the event the apparatus fails to meet the test requirements on the first trials, second trials may be made at the option of the contractor within 30 days of the date of the first trials. Such trials shall be final and conclusive, and failure to comply with these requirements a second time shall be cause for rejection.

Permission to keep or store the apparatus in any building owned or occupied by the purchaser during the above-specified period, with the permission of the contractor, shall not constitute acceptance. Insurance covering loss, theft, or liability shall remain the responsibility of the contractor until formal acceptance is completed.

WARRANTIES

All warranties described herein and within the technical specifications, are the minimum warranties that will be acceptable. Any warranty that does not meet these minimums shall be grounds for immediate rejection of the bid/quote submission.

The Bidder shall provide a full statement of the warranty provided for the vehicle(s) being bid. This warranty should clearly describe the terms under which the vehicle's Manufacturer accepts responsibility for the cost to repair defects caused by faulty design, quality of work or material, and for the applicable period of time after delivery. Cost of repairs refers to all costs related thereto including, but not limited to, the cost of materials and the cost of labor.

The Manufacturer shall warrant all materials and accessories used in the vehicle(s), whether fabricated by the Manufacturer or purchased from an outside source and will deal directly with the Guam Fire Department on all warranty work. The warranty shall commence upon apparatus being placed into service by the Guam Fire Department, following apparatus arrival inspection and completion of preliminary service.

INTERNET IN-PROCESS SITE

The manufacturing company or bidding contractor shall post and maintain a website where the Guam Fire Department will be able to view digital images of their apparatus as its being manufactured. The digital images shall be posted once a week starting when the body begins production or when the cab/chassis arrives and shall continue until the final completion of the apparatus.

EQUIPMENT MOUNTING

The contractor/manufacturer, as per the fire department's instructions, shall mount all equipment supplied with the apparatus. Mounting hardware will also be included in the price of the bid/quote.

TRAINING

After delivery, a factory representative shall be present to familiarize those members designated by the Fire Chief of the Guam Fire Department with the basic operation of the apparatus, its components and equipment. This structured course, which covers, proper operation and operator preventive maintenance and will last for four (4) to eight (8) hours, will be presented in its entirety a total of four (4) times for GFD members, once a day for four (4) consecutive days.

A minimum of one four to eight-hour block of instruction will also be provided to Guam Fire Department Maintenance personnel covering at, minimum, operation, maintenance, and repair of the various systems used on the apparatus.

The course outlines must be submitted to the Fire Chief for approval prior to the delivery.

The contractor agrees to allow a Guam Fire Department representative to videotape the instructional presentations for future reference and training.

CONSTRUCTION DOCUMENTATION

The contractor shall supply, at the time of delivery, at least one copy of the following documents for each of the apparatus being provided:

1. The manufacturers record of apparatus construction details, including the following information:
 - a) Owners name and address
 - b) Apparatus manufacturer, model, and serial number
 - c) Chassis make, model, and serial number
 - d) Gross Axle Weight Rate (GAWR) of front and rear axles
 - e) Front tire size and total rated capacity in pounds (kg)
 - f) Rear tire size and total rated capacity in pounds (kg)
 - g) Chassis weight distribution in pounds with water and manufacturer mounted equipment (front and rear)
 - h) Engine make, model, serial number, rated horsepower and related speed, and governed speed
 - i) Type of fuel and fuel tank capacity

- j) Electrical system voltage and alternator output in amps
- k) Battery make, model, and capacity in cold cranking amps (CCA)
- l) Chassis transmission make, model, and serial number; and chassis transmission Power Take Off (PTO) make, model, and gear ratio
- m) Pump make, model, rated capacity in gallons per minute (liters per minute where applicable), and serial number
- n) Pump transmission make, model, serial number, and gear ratio
- o) Auxiliary pump make, model, rated capacity in gallons per minute (liters per minute where applicable), and serial number
- p) Water tank certified capacity in gallons or liters
- q) Paint manufacturer and paint number(s)
- r) Company name and signature of responsible company representative

2. Certification of slip resistance of all stepping, standing, and walking surfaces.

3. For the fire pump, a copy of the following shall be provided: pump manufacturers certification of suction capability, apparatus manufacturer's approval for stationary pumping applications, engine manufacturers certified brake horsepower curve showing the maximum governed speed, pump manufacturers certification of the hydrostatic test, and the certification of inspection and test for the fire pump.

4. For the fixed line voltage power source, the certification of the test for the fixed power source.

5. Weight documents from a certified scale showing actual loading on the front axle, rear axle(s), and overall fire apparatus (with the water tank full but without personnel, equipment, and hose).

6. Written load analysis and results of the electrical system performance tests.

7. For the water tank, the certification of water tank capacity.

OPERATION AND SERVICE DOCUMENTATION

The contractor shall supply, at time of delivery, at least two sets of complete operation and service documentation covering the completed apparatus as delivered and accepted.

The documentation shall address at least the inspection, service, and operations of the fire apparatus and all major components thereof.

The contractor shall also provide documentation of the following items for the entire apparatus and each major operating system or major component of the apparatus:

1. Manufacturers name and address.
2. Country of manufacture.
3. Source of service and technical information.
4. Parts and replacement information.
5. Descriptions, specifications, and ratings of the chassis, and pump.
6. Wiring diagrams for low voltage and line voltage systems to include the following information: representations of circuit logic for all electrical components and wiring, circuit identification, connector pin identification, zone location of electrical components, safety interlocks, alternator-battery power distribution circuits, and input/output assignment sheets or equivalent circuit logic implemented in simplex systems.
7. Lubrication charts.
8. Operating instructions for the chassis, any major components such as a pump or any auxiliary systems.
9. Instructions regarding the frequency and procedure for recommended maintenance.
10. Overall apparatus operating instructions.
11. Safety considerations.
12. Limitations of use.
13. Inspection procedures.
14. Recommended service procedures.
15. Troubleshooting guide.
16. Apparatus body, chassis, and other component manufacturers warranties.
17. Copies of required manufacturer test data or reports, manufacturer certifications, and independent third-party certifications of test results.
18. A material safety data sheet (MSDS) for any fluid that is specified for use on the apparatus.

The contractor shall deliver with the apparatus all manufacturers operations and service documents supplied with components and equipment that are installed or supplied by the contractor.

ISO 9001: 2008 QUALITY MANAGEMENT SYSTEM - ALTERNATIVES

Bidders claiming an alternative to ISO 9001:2008 shall provide a description of their facilities' Quality Management System that is in place to ensure the manufacture and delivery of consistent quality product to the customer. Such a description shall include an explanation of policies and procedures relating to the following:

- Company Quality Policy
- Documentation and Control of Records
- Control and Validation of Production and Service
- Monitoring and Measurement of Product and Processes
- Control of Nonconforming Product
- Corrective and Preventive Action with Respect to Nonconforming Product
- Schedule for Internal and External Audits of Quality Management System
- External Certifications of Quality Management Systems

ISO COMPLIANCE

The manufacturer shall operate a Quality Management System under the requirements of ISO 9001. These standards sponsored by the "International Organization for Standardization (ISO)" specify the quality systems that shall be established by the manufacturer for design, manufacture, installation, and service. A copy of the certificate of compliance shall be included with the bid. ISO is a requirement of the NFPA Chapter 4.7.1 General Requirements.

LIABILITY

The successful bidding contractor shall defend any and all suits and assume all liability for the use of any patented process including any device or article forming a part of the apparatus or any appliance furnished under the contract. GSA may audit the bidders book records and cost pricing /documents. 5 G.C.A. §5241; 2 GAR, Div. 4, §3124.

WARRANTY PERFORMANCE

This apparatus is critical to the response capabilities of the Guam Fire Department. It is imperative that the apparatus remain in service and that "down time" be minimized. The following warranty performance provisions are required:

The successful contractor shall be required to provide service and or repair, as needed, as soon as possible but no more than twenty-four hours after notification by the Fire Department. These details are further explained in the attached, "Extended Service and Maintenance Agreement".

If the contractor does not provide for the service/repair request within the twenty-four hour time frame, it will be assumed as approval for the Fire Department to repair the vehicle or obtain warranty service/repairs from component manufacturers or outside vendor(s) repair facilities. **The Fire Department shall be paid, by the contractor, an area average hourly rate for labor inclusive of transportation and parts replaced one for one.**

Defective and other parts replaced, as a result of these service/repairs, will be labeled and retained by the Fire Department. Parts shall be paid for by the contractor in exchange for work orders and replaced parts. Outside vendor repair facility parts and labor charges shall be billed directly to the successful contractor.

The contractor shall take full responsibility for returning any defective parts to their supplier.

These aforementioned service and/or repairs will, in no way, affect the validity of any warranties as depicted within the approved specifications.

Where parts of this section conflict with provisions of the "Extended Service and Maintenance Agreement", said agreement shall take precedence. There shall be no deviations from these requirements.

OTHER WARRANTIES

Applicable warranties for all other components such as the axles, engine, transmission, generator, etc., shall be provided with bid/quote submission.

PUMP TEST

The rated water pump shall be tested, approved, and certified by an ISO certified independent third-party testing agency at the manufacturer's expense. The test results, along with the pump manufacturer's certification of hydrostatic test, the engine manufacturer's certified brake horsepower curve, and the manufacturer's record of pump construction details shall be forwarded to the Guam Fire Department.

CUSTOMER SERVICE WEBSITE

A Customer Service website shall be provided which offers the dealer and customer access to comprehensive information pertaining to the maintenance and service of the apparatus. The website shall consist of the following features:

- Access to truck detail information on the major components of the vehicle, warranty information, drawings and sales options
- Parts look-up capability for items sourced by the fire apparatus manufacturer
- Ability to submit electronically a parts order and warranty claims
- Access to all currently published Operation and Maintenance Manuals
- Access to on-line diagnostic software
- Access to upcoming training classes offered by the fire apparatus manufacturer

SPECIFICATIONS

COMPLIES / REMARKS

CHASSIS/CAB

Chassis provided shall be designed for a 4-door fire apparatus. The chassis shall be designed and manufactured for heavy-duty service, with adequate strength and capacity for the intended load to be sustained and the type of service required.

4-door custom cabs, cab-over/cab-forward, or commercial/conventional type cabs are all acceptable provided they meet the requirements for the service they are being used.

UNDERBODY SUPPORT SYSTEM

Due to the severe loading requirements of this apparatus, a method of body and compartment support suitable for the intended load shall be provided.

The backbone of the support system shall be the chassis frame rails, which is the strongest component of the chassis, and is designed for sustaining maximum loads.

A steel frame shall be mounted on the top of these supports to support a minimum 400-pound equipment support rating per lower side compartment and minimum 500-pound equipment support rating for the rear tailboard compartment.

A design with body compartments hanging on the chassis in an unsupported fashion shall not be acceptable. Compartments shall as a minimum be capable of handling weight requirements of equipment held within (reference compartment minimum equipment list at end of this specification).

UNDERCOATING, CAB & BODY

The underside of the apparatus shall be undercoated with an asphalt petroleum-based material, dark in color. The undercoating material utilized on the apparatus shall be formulated to resist corrosion and deaden unwanted sound or road noise.

Coating texture shall be firm, yet flexible, and resistant to abrasion.

The material shall be applied to the following areas:
Body and cab wheel well fender liners, on the back side only.
Underside of body and cab sheet metal, and structural components.
Underside and vertical sides of all sheet metal compartmentation, including support angles.

Structural support members under running boards, rear platforms, battery boxes, walkways, etc.

Inside surfaces of the pump heat enclosure, (when installed).

WARRANTY, CHASSIS

Each piece of new fire or rescue apparatus shall be warrantied to be free from defects in materials or workmanship under normal use and service. Each manufacturer shall supply, as a part of their bid package, a copy of the warranty or warranties that they propose to provide, and in no case shall it be less than one (1) year on the entire apparatus.

SPECIFICATIONS

COMPLIES / REMARKS

All other warranties, as outlined in these specifications shall be provided in writing as a part of the bid package.

Failure to provide the warranties, as outlined throughout these specifications, shall be cause for rejection of the bid package.

FRAME

The chassis frame shall be built with steel channels bolted to cross members.

FRAME RAIL WARRANTY

The frame rails shall be guaranteed for the **life of the vehicle**, which is estimated to be 50 years, against defects in design, material, or workmanship, excluding accident or abuse. A copy of the fire apparatus manufacturer's warranty shall be included with the bid.

ENGINE

Although the Guam Fire Department would prefer an “export only” type engine that does not require the use of DEF, the chassis shall be powered, at a minimum, by an electronically controlled engine as described below:

- Min Power: 300 hp
- Fuel: Diesel [must be able to use fuel currently available on Guam]
- Fuel Filters with shutoff: Spin-on style primary filter with water separator and water-in-fuel sensor. Secondary fuel filter.
- Coolant Filter: Spin-on style with shut off valves on the supply and return line.

ENGINE WARRANTY

The engine shall have a **five (5) year** warranty provided by the engine manufacturer.

ENGINE INSTALLATION CERTIFICATION

The fire apparatus manufacturer shall provide certification, along with a letter from the engine manufacturer stating they approve of the engine chosen to be used in the bidder's chassis. The certification shall be provided at the time of bid.

MANUAL FLUID CHECK ACCESS

The engine oil dipstick shall allow for check only, and the transmission dipstick shall allow for check and fill.

An additional tube shall be provided for engine oil fill.

ENGINE COMPARTMENT LIGHT

LED engine compartment light(s) shall be installed under the engine hood, of which the switch is an integral part. Light(s) shall have lenses designed to prevent moisture retention.

ENGINE AIR INTAKE

The air intake with ember separator shall be mounted on the engine and shall be easily accessible by opening the hood. The ember separator must prevent road dirt and re-circulating hot air from entering the engine.

EXHAUST INSULATION

Insulation shall be provided on the turbo charger and exhaust delivery pipe for reduction of heat to the cab. The "blanket" wrap shall extend down the exhaust delivery pipe to the bottom of the frame rail.

EXHAUST SYSTEM

The exhaust shall exit the apparatus either through stacks or the side of apparatus. A heat deflector shield shall be provided where the exhaust is routed under any side compartments or exposed sections.

TRANSMISSION

An electronic torque converting automatic transmission shall be provided.

SPECIFICATIONS

A transmission temperature gauge with warning light and audible alarm shall be installed on the cab dash.

The gear ratios shall be specific to the engine manufacturer's recommendations.

TRANSMISSION SHIFTER

A push button shift module shall be mounted in close proximity to the driver. Shift position indicator shall be backlit for after dark operation.

TRANSMISSION COOLER

A transmission oil cooler shall be provided.

COMPLIES / REMARKS

TRANSMISSION WARRANTY

The transmission shall have a five-year unlimited mileage warranty covering 100% parts and labor. The warranty is to be provided by the transmission manufacturer and not the apparatus builder.

RADIATOR

The radiator and the complete cooling system shall meet or exceed NFPA and engine manufacturer cooling system standards.

COOLANT LINES

Rubber hose shall be used for all engine coolant lines to be installed by the chassis manufacturer. Hose clamps shall be stainless steel "constant torque type" to prevent coolant leakage. They shall react to temperature changes in the cooling system and expand or contract accordingly while maintaining a constant clamping pressure on the hose.

CLUTCH FAN

An air actuated clutch fan shall be provided. Clutch fan shall be automatic when the pump transmission is in "Road" position and engaged constantly when in "Pump" position.

FRONT AXLE

The front axle shall be capable of supporting, a minimum, the load that is required of the apparatus being constructed.

Oil seals with viewing window shall be provided on the front axle.

FRONT AXLE WARRANTY

A minimum two (2) year, unlimited mileage, parts, and labor warranty shall be provided with this axle.

REAR AXLE

The rear axle shall be sufficient to support, at a minimum, the weight of the apparatus being constructed in addition to the weight of the fully loaded water tank, pump, and all equipment stored in fixed compartments.

Oil seals shall be provided on the rear axle.

REAR AXLE WARRANTY

A minimum two (2) year, unlimited mileage, parts, and labor warranty shall be provided with this axle.

TOP SPEED OF VEHICLE

A rear axle ratio shall be furnished to allow the vehicle to reach a top speed of at least 55 mph.

SHOCK ABSORBERS

Shock absorbers shall be provided on the front axle.

SUSPENSION, FRONT

Front springs, semi-elliptical or coil type, shall be sufficient for, at a minimum, the weight of the apparatus, personnel, and equipment.

REAR SUSPENSION

Rear suspension shall be capable of supporting, at a minimum, the weight of the apparatus, fully loaded water tank, and equipment stored within permanent compartments. Provisions shall be provided for lubrication. The grease fittings shall be accessible without removing the wheels or sheet metal.

SPECIFICATIONS

COMPLIES / REMARKS

BRAKE SYSTEM

The brake system shall include:

- Two (2) air pressure gauges with red warning light and audible alarm, that activates when air pressure falls below a maximum 60 psi
- Spring set parking brake system
- Parking brake operated by a control valve
- A parking "brake on" indicator light on instrument panel
- A double check valve system to provide automatic spring brake application at a maximum 40 psi
- Air Dryer properly sized for the brake system

BRAKES

The service brake system shall be an air type design.

Front brakes shall be disc type with automatic pad wear adjustment ventilated rotors for improved stopping distance. The rear brakes shall be disc operated with automatic slack adjusters and a ventilated rotor for improved stopping distance.

BRAKE LINES

Color-coded nylon brake lines shall be provided. The lines shall be wrapped in a heat protective loom where necessary in the chassis.

AIR COMPRESSOR, BRAKE SYSTEM

The air compressor shall have adequate output to match the braking system installed.

ANTI-LOCK BRAKE SYSTEM

The vehicle shall be equipped with an anti-lock braking system. The ABS shall provide anti-lock braking control on both the front and rear wheels.

ANTI-LOCK BRAKE SYSTEM WARRANTY

The ABS system shall come with a **minimum three (3) year or 30,000-mile parts and labor warranty** provided by ABS manufacturer.

ENGINE EXHAUST BRAKE

An engine exhaust brake shall be installed with the control located on the interior cab instrument panel within easy reach of the driver.

The ABS system shall automatically disengage the auxiliary braking device, when required.

FUEL TANK

A 50-gallon (minimum) fuel tank shall be provided. It shall be equipped with swash partitions and a vent.

A drain plug shall be provided in a low point of the tank for drainage.

A vent shall be provided to allow rapid filling without blow-back. All fuel lines shall be provided as recommended by the engine manufacturer.

DRIVELINE

Drivelines shall be a heavy-duty metal tube and be equipped with universal joints.

Each of the chassis drivelines shall have a U-shaped safety guard provided and installed to protect the chassis electrical and air lines in the event of driveline failure.

The shafts shall be dynamically balanced before installation.

STEERING

A steering gear, with integral heavy-duty power steering, shall be provided.

The steering wheel shall be of sufficient size, capable of tilting and telescoping to improve fit for a broader range of driver configurations.

SPECIFICATIONS

TIRES

Front tires, DOT spec, all-season tread and rated for the weight of the apparatus and equipment shall be provided.

The front tires shall be mounted on aluminum, black or apparatus color matched steel wheels.

4 rear tires, DOT spec, all-season tread and rated for the weight of the apparatus and equipment shall be provided.

The rear tires shall be mounted on aluminum, black or apparatus color matched steel wheels.

COMPLIES / REMARKS

TIRE BALANCE

All tires shall be balanced with counteract balancing beads. The beads shall be inserted into the tire and eliminate the need for wheel weights.

WHEEL CHOCKS

There shall be one (1) set(s) of folding aluminum alloy wheel blocks, with easy-grip handle provided.

WHEEL CHOCK BRACKETS

There shall be one (1) set(s) of wheel chock brackets provided for the folding wheel chocks.

MUD FLAPS

Mud flaps shall be installed behind the rear wheels of the apparatus.

TIRE PRESSURE MANAGEMENT

There shall be a tire alert pressure management system provided that shall monitor each tire's pressure. A sensor shall be provided on the valve stem of each tire for a total of six (6) tires.

The sensor shall calibrate to the tire pressure when installed on the valve stem for pressures between 20 and 120 psi. The sensor shall activate an integral battery-operated LED when the pressure of that tire drops 8 psi.

Removing the cap from the sensor shall indicate the functionality of the sensor and battery. If the sensor and battery are in working condition, the LED shall immediately start blinking.

GRILLE

A front grille shall be supplied. Grille may be in black/gray finish or bright aluminum/stainless steel.

FENDER CROWNS

Fender crowns shall be installed at the cab wheel openings.

MIRRORS

FMVSS compliant west coast or bus style mirrors shall be provided.

A convex mirror shall be also be provided.

FRONT BUMPER

A bumper shall be attached to the front of the frame. A channel shall be mounted directly behind the bumper for additional strength.

The bumper shall be extended from front face of cab. As part of the bumper extension, a formed channel with flanges or equivalent shall be provided directly behind the full width of the flat portion of the bumper to protect the front of the cab in the event of accident.

REAR BUMPER

A full width rear bumper shall be provided.

The rear bumper shall be mounted to the frame or comparable rear support to ensure strength.

SPECIFICATIONS

TAILBOARD

A rear step shall also be provided and supported by a structural steel assembly.

The rear tailboard shall be approximately 16.00" deep.

Entire rear surface between the beavertails shall be covered.

AGGRESSIVE WALKING SURFACE

All exterior surfaces designated as stepping, standing, and walking areas shall comply with the required average slip resistance of the current NFPA standards.

FOLDING STEPS

Non-skid folding steps shall be provided at both right and left sides on the rear of the apparatus body in order to allow access to the tank fill tower.

COMPLIES / REMARKS

The steps can be used as a hand hold with openings wide enough for a gloved hand.

BACK-UP ALARM

An electronic audible back-up alarm that actuates when the truck is shifted into reverse shall be provided.

BACK-UP CAMERA (OPTIONAL)

An industrial grade back-up camera, capable of full color, and moisture resistance, shall be installed.

A cab mounted screen, whether integrated into the stereo system or standalone, shall be installed for viewing images by the back-up camera in order to remove blind spots and facilitate reversing.

TOW HOOKS

Tow hooks shall be installed under the bumper and attached to the front frame members. The tow hooks shall be designed and positioned to allow a minimum 6,000lb straight horizontal pull in line with the centerline of the vehicle. The tow hooks shall not be designed for, and are not intended to be used for lifting of the apparatus.

GRAVEL PAN

A gravel pan shall be furnished between the bumper and cab face. The gravel pan shall be properly supported from the underside to prevent flexing and vibration.

APPARATUS CAB

- Black or gray vinyl interior panels
- LH and RH door panels
- Interior LH and RH grab handles
- Black mats with insulation
- Forward roof mounted console with upper storage compartments
- In dash storage bin
- (2) cup holders
- Black, gray, or charcoal colored dash
- Heater, defroster, and air conditioner
- Standard HVAC ducting
- Main HVAC controls with recirculation switch
- Standard heater plumbing
- Premium insulation
- Solid-state circuit protection and fuses
- 12v negative ground electrical system
- Dome door activated LH and RH, dual reading lights
- Cab door latches with manual door locks
- 12-volt power supply in dash
- High back air suspension driver seat with NFPA compliant seat sensors
- SCBA type passenger seat with NFPA compliant seat sensors
- LH and RH integral door panel armrests
- Black or Gray cloth driver seat cover
- Black or Gray cloth passenger seat covers
- High visibility seat belts as per NFPA standards
- Tilt steering column
- Driver and passenger interior sun visors

SPECIFICATIONS

COMPLIES / REMARKS

INSTRUMENTATION AND CONTROLS

- Black or gray driver instrument panel
- Black or gray center instrument panel
- Low air pressure indicator light and audible alarm
- Primary and secondary air pressure gauges
- Engine compartment mounted air restriction indicator with graduations, with warning light in dash
- Key operated ignition switch and integral start position; 4 position off/run/start/accessory or push button start
- Diagnostic interface connector, located below dash
- Electric fuel gauge
- Programmable rpm control - electronic engine
- Engine coolant temperature gauge
- Transmission oil temperature gauge
- Engine and trip hour meters
- Engine oil pressure gauge
- Overhead instrument panel

- Electronic mph speedometer with secondary KPH scale
- Standard vehicle speed sensor
- Electronic tachometer
- Idle limiter, electronic engine, park brake activated
- Digital voltage display integral with driver display
- Single electric windshield wiper motor with delay
- Marker light switch integral with headlight switch
- One valve parking brake system with warning indicator
- Self-canceling turn signal switch with integral electronic turn signal flasher

The engine hood shall be insulated, lightweight, and non-corrosive (e.g. aluminum or fiberglass) for protection from heat and sound. The noise insulation shall keep the DBA level within the limits stated in the current NFPA 1901.

All cab doors shall contain a tinted, conventional roll down window.

The doors shall be provided with exterior (keyed) locks as required by FMVSS 206.

The locks shall be capable of activating when the doors are open or closed. The doors shall remain locked if locks are activated when the doors are opened, then closed.

There shall be automotive type rubber seals around the perimeter of all cab doors to ensure a weathertight fit.

Door liners shall be constructed of smooth material to match the cab interior.

Full circular inner fender liners, in the wheel wells, shall be provided.

Economical windshield/window replacement glass shall be of the type and quality that is readily available from local auto glass suppliers.

Two (2) sun visors will be provided. The sun visors shall be located above the windshield with one (1) mounted on each side of the cab.

The two (2) windshield wipers shall be electrically controlled and meet FMVSS requirements. Wipers shall have a speed modulation feature allowing the driver to adjust the speed of the wiper. The windshield wipers shall also be furnished with a feature which allows the wiper to return to the stored position when the wiper is not in use.

Wipers shall be equipped with a washer and wiper control.

AIR CONDITIONING

The apparatus shall have an air conditioning system with defogger capable of cooling the inside cab.

Controls for the air conditioning system must be easily reachable for the driver and passengers if separate air conditioning/blower units are used.

SPECIFICATIONS

CAB INTERIOR

Headliner shall be installed in cab section. Headliner material shall be a dark colored vinyl (specify). A sound barrier shall be part of its composition. Cab headliner shall be securely fastened, yet shall permit easy access for service of electrical wiring or other maintenance needs.

The cab and crew cab floor areas shall be covered with a floor mat that is durable, non-slip, and fluid resistant. Mat shall be black or dark gray. Floor matting must also provide significant sound dampening for interior of cab.

CAB WARRANTY

The bidder shall furnish a minimum ten (10) year cab warranty. The warranty shall cover defects in design or workmanship in the cab tubular support and mounting supports and other cab structural components identified in the specifications. A copy of the warranty shall be submitted with the bid.

COMPLIES / REMARKS

SEATING CAPACITY

The seating capacity in the cab shall be a minimum of Five (5) firefighters in complete turnout/firefighting gear.

DRIVER SEAT

An air-ride, mid-height with headrest style seat shall be provided in the cab for the driver. The driver's seat shall be furnished with three (3)-point shoulder type seat belt. The seat belt shall be furnished with automatic retractor. Extension shall be provided with the seat belt so the male end can be easily grasped and the female end easily located while sitting in a normal position.

OFFICER/REAR PASSENGER SEATS

An SCBA seat with high-back shall be provided in the cab for the officer. The SCBA cavity shall be adjustable front to rear in 0.50" increments to accommodate different size SCBA bottles.

Moving the SCBA cavity shall be accomplished by unbolting, relocating and re-bolting in the desired location.

The seats shall be furnished with three-point shoulder type seat belts. The seat belts shall be furnished with automatic retractors. Extensions shall be provided with the seat belts so the male end can be easily grasped, and the female end easily located while sitting in a normal position.

PORTABLE RADIO STORAGE COMPARTMENT

A radio compartment shall be provided under the officer's seat.

The compartment shall be constructed of smooth, durable, non-corrosive material. It shall be painted to match the cab interior.

SEAT BELT MONITORING SYSTEM

A seat belt monitoring system (SBMS) shall be provided. The SBMS shall be capable of monitoring each seating position in the cab with green and red LED indicators as follows:

| | | |
|---------------|-----------|-----------------|
| Seat Occupied | Buckled | Green |
| Seat Occupied | Unbuckled | Red |
| No Occupant | Buckled | Red |
| No Occupant | Unbuckled | Not Illuminated |

The SBMS shall include an audible alarm that shall be activated when a red illumination condition exists and the parking brake is released, or a red illumination condition exists and the transmission is not in park.

HELMET HOLDER

There shall be two (2) helmet holder bracket(s) provided in the cab. The brackets shall provide quick access and secure storage of the helmet(s). The bracket location(s) shall be determined at time of final inspection.

SPECIFICATIONS

INDICATOR LAMPS

To promote safety, the following telltale indicator lamps (when applicable) shall be located on the instrument panel in clear view of the driver. The indicator lamps shall be "dead-front" design that is only visible when active. The colored indicator lights shall have descriptive text or symbols.

- If applicable, the following telltale lamps (colored appropriately) shall be present:
- Low coolant
 - Trac Cntl (traction control)
 - Check engine
 - Check Trans (check transmission)
 - Air rest (air restriction)
 - Driver door open
 - Passenger door open
 - DPF (engine diesel particulate filter regeneration)
 - ABS (antilock brake system)
 - MIL (engine emissions system malfunction indicator lamp)
 - Regen inhibit (engine emissions regeneration inhibit)
 - Trans temp (transmission temperature)

COMPLIES / REMARKS

Front air bag fault
Aux brake overheat (auxiliary brake overheat)
Parking brake
Stop engine
Left turn
Right turn
Battery on
Ignition
Aux brake (auxiliary brake engaged)
High beam
Headlight

INDICATOR LAMP AND ALARM PROVE-OUT

A system shall be provided which automatically tests telltale indicator lights and alarms located on the cab instrument panel.

CONTROL SWITCHES

For ease of use, the following controls shall be provided immediately adjacent to the cab instrument panel within easy reach of the driver. All rocker switches shall be lighted when in use and have backlit labels for low light applications.

Headlight/Parking light switch: A three (3) position rocker switch shall be provided.

Panel backlighting intensity control switch: A variable voltage control switch shall be provided.

Turn signal arm: A self-canceling turn signal with integrated high beam headlight controls.

DIAGNOSTIC PANEL

A diagnostic panel shall be accessible while standing on the ground and shall be located on the driver's side. The diagnostic panel shall allow diagnostic tools such as computers to connect to various vehicle systems for improved trouble shooting providing a lower cost of ownership. Diagnostic switches shall allow engine and ABS systems to provide blink codes should a problem exist.

VEHICLE DATA RECORDER

A vehicle data recorder (VDR) shall be provided. The VDR shall be capable of reading and storing vehicle information. The VDR shall be capable of operating in a voltage range from 8VDC to 16VDC. The VDR shall not interfere with, suspend, or delay any communications that may exist on the CAN data link during the power up, initialization, runtime, or power down sequence.

The VDR shall continue operation upon termination of power or at voltages below 8VDC for a minimum of 10 milliseconds.

SPECIFICATIONS

The information stored on the VDR can be downloaded through a USB port mounted in a convenient location determined by cab model. A CD provided with the apparatus shall include the programming to download the information from the VDR. A USB cable can be used to connect the VDR to a laptop to retrieve required information.

The vehicle data recorder shall be capable of recording the following data via hardwired and/or Controller Area Network inputs:

- Vehicle Speed - MPH
- Acceleration - MPH/sec
- Deceleration - MPH/sec
- Engine Speed - RPM
- Engine Throttle Position - % of Full Throttle
- ABS Event- On/Off
- Seat Occupied Status - Yes/No by Position
- Seat Belt Buckled Status - Yes/No by Position
- Master Optical Warning Device Switch - On/Off
- Time - 24 Hour Time
- Date - Year/Month/Day

Software shall be provided in accordance with NFPA 1901, chap 4.11.

COMPLIES / REMARKS

RADIO (OPTIONAL)

A single-head mobile radio unit, compatible with current GFD operating system, with compatible windshield glass mounted antenna shall be provided.

Radio shall be mounted on dash within reach of driver and passenger.

AM/FM RADIO/CD SYSTEM

There shall be a Bluetooth capable AM/FM stereo radio with antenna and speaker system provided in the cab.

ELECTRONIC LOAD MANAGEMENT

An electronic load management (ELM) system shall be provided that monitors the vehicles 12-volt electrical system, and automatically reduces the electrical load in the event of a low voltage condition and by doing so, ensures the integrity of the electrical system.

The ELM shall monitor the vehicle's voltage while at the scene (parking brake applied). It shall sequentially shut down individual electrical loads when the system voltage drops below a preset value. The ELM shall sequentially re-energize electrical loads as the system voltage recovers.

AMP DRAW REPORT

The bidder shall provide, at the time of bid and delivery, an Itemized print out of the expected amp draw of the entire vehicle's electrical system.

The manufacturer of the apparatus shall provide the following:

- 1) Documentation of the electrical system performance tests.
- 2) A written load analysis, which shall include the following:
 - A) The nameplate rating of the alternator.
 - B) The alternator rating under the conditions specified per:
Applicable NFPA 1901 (Current Edition).
 - C) The minimum continuous load of each component that is specified per:
Applicable NFPA 1901 (Current Edition).
 - D) Additional loads that, when added to the minimum continuous load, determine the total connected load.
 - E) Each individual intermittent load.

All of the above listed items shall be provided by the bidder per the applicable NFPA 1901 (Current Edition).

ELECTRICAL

All 12-volt electrical equipment installed by the apparatus manufacturer shall conform to modern automotive practices. All wiring shall be high temperature crosslink type. Wiring shall be run, in loom or conduit, where exposed and have grommets where wire passes through sheet metal.

SPECIFICATIONS

Wiring shall be color, function, and/or number coded. Function and number codes shall be continuously imprinted on all wiring harness conductors.. Exterior exposed wire connectors shall be positive locking, and environmentally sealed to withstand elements such as temperature extremes, moisture, and automotive fluids.

Electrical wiring and equipment shall be installed utilizing NFPA 1901 standards and test requirements and procedures:

- (1) All holes made in the roof shall be caulked with silicon or rope caulk; large fender washers, liberally caulked, shall be used when fastening equipment to the underside of the cab roof.
- (2) Any electrical component that is installed in an exposed area shall be mounted in a manner that shall not allow moisture to accumulate in it. Exposed area shall be defined as any location outside of the cab or body.

COMPLIES / REMARKS

(3) Electrical components designed to be removed for maintenance shall not be fastened with nuts and bolts. Metal screws shall be used in mounting these devices. Also, a coil of wire shall be provided behind the appliance to allow them to be pulled away from mounting area for inspection and service work.

(4) Corrosion preventative compound shall be applied to all terminal plugs located outside of the cab or body. All non-waterproof connections shall require this compound in the plug to prevent corrosion and for easy separation (of the plug).

(5) All lights that have their sockets in a weather exposed area shall have corrosion preventative compound added to the socket terminal area.

(6) All electrical terminals in exposed areas shall have silicon applied completely over the metal portion of the terminal. All emergency light switches shall be mounted on a panel installed in the cab. A master warning light switch and individual switches shall be provided to allow pre-selection of emergency lights. The light switches shall be "rocker" type with an internal indicator light to show when switch is energized. All switches shall be properly identified and mounted in a removable panel for ease in servicing. Identification of the switches shall be done by either printing or etching on the switch panel. The switches and identification shall be illuminated.

An operational test shall be conducted to ensure that any equipment that is permanently attached to the electrical system is properly connected and in working order. The results of the tests shall be recorded and provided to the purchaser at time of delivery.

BATTERY SYSTEM

A 12-volt approved battery system shall be provided.

The battery compartments shall be mounted on the vehicle frame. They shall be well ventilated and enclosed to protect against road splash and debris. Suitable provisions shall be provided for drainage.

The batteries shall sit on non-corrosive trays with appropriate mounting hardware.

Heavy-duty battery cables shall be used to provide maximum power to the electrical system. Cables shall be color-coded.

Battery terminal connections shall be coated with anti-corrosion compound. Battery solenoid terminal connections shall be encapsulated with semi-permanent rubberized compound.

MASTER BATTERY SWITCH

A master battery switch, to activate the battery system, shall be provided inside the cab within easy reach of the driver.

An indicator light shall be provided on the instrument panel to notify the driver of the status of the battery system.

SPECIFICATIONS

SHORE POWER RECEPTACLE

One (1) shore power receptacle shall be provided on the apparatus. The shore power plug shall be "ejected" when the chassis' engine starter is engaged. Air/electric energizing shall be delayed until detector pin senses plug is inserted, eliminating terminal arcing.

The receptacle shall be wired to any 230-volt A/C equipment that requires shore power. An aluminum enclosure shall be provided with the receptacle for protection from road dirt and damage. A hinged weatherproof cover shall be provided.

BATTERY CHARGING RECEPTACLE (OPTIONAL)

The battery charging receptacle location shall be on the driver side, in proximity to the battery switch.

IGNITION SYSTEM

A single starting system shall be provided.

A keyed ignition switch and/or starter button shall be located on the instrument panel.

COMPLIES / REMARKS

ALTERNATOR

The alternator will be connected to the power and ground distribution system with heavy-duty cables sized to carry the full rated alternator output.

HIGH IDLE

A high idle switch shall be provided, inside the cab, on the instrument panel that shall automatically maintain a preset engine rpm. A switch shall be installed, at the cab instrument panel, for activation/deactivation. The high idle shall be operational only when the parking brake is on and the truck transmission is in neutral. A green indicator light shall be provided, adjacent to the switch. The light shall illuminate when the above conditions are met.

ELECTRICAL POWER CONTROL SYSTEM

A compartment shall be provided in or under the cab to house the vehicle's electrical power and signal circuit protection and control components. The power and signal protection and control compartment shall contain circuit protection devices and power control devices.

Power and signal protection and control components shall be protected against corrosion, excessive heat, excessive vibration, physical damage and water spray.

Serviceable components shall be readily accessible.

Circuit protection devices, which conform to SAE standard, shall be utilized to protect each circuit. All circuit protection devices shall be sized to prevent wire and component damage when subjected to extreme current overload.

VOLTAGE MONITOR SYSTEM

A voltage monitor system shall be provided to indicate the status of each battery system connected to the vehicle's electrical load. The monitor system shall provide visual and audio warning when the system voltage is above or below optimum levels.

EMI/RFI PROTECTION

The electrical system shall include means to control undesired electromagnetic and radio frequency emissions.

The contractor shall be able to demonstrate the EMI and RFI testing has been done on similar apparatus and certifies that the vehicle proposed meets SAE requirements.

EMI/RFI susceptibility shall be controlled by applying immune circuit designs, shielding, twisted pair wiring and filtering. The electrical system shall be designed for full compatibility with low level control signals and high powered 2-way radio communication systems. Harness and cable routing shall be given careful attention to minimize the potential for conducting and radiated EMI-RFI susceptibility.

SPECIFICATIONS

ELECTRICAL SYSTEM (ALTERNATING CURRENT)

The following guidelines shall apply to the 120/240 VAC system installation:

Except where superseded by the requirements of NFPA 1901, all components, equipment and installation procedures shall conform to NFPA 70, National Electrical Code (herein referred to as the NEC).

Line voltage electrical system equipment and materials included on the apparatus shall be listed and installed in accordance with the manufacturer's instructions. All products shall be used only in the manner for which they have been listed.

Grounding

Grounding shall be in accordance with "Portable and Vehicle Mounted Generators". Ungrounded systems shall not be used.

Operation

Instructions that provide the operator with the essential power source operating instructions, including the power-up and power-down sequence, shall be permanently attached to the apparatus at any point where such operations can take place.

COMPLIES / REMARKS

Provisions shall be made for quickly and easily placing the power source into operation. The control shall be marked to indicate when it is correctly positioned for power source operation.

Any control device used in the drive train shall be equipped with a means to prevent the unintentional movement of the control device from its set position.

A power source specification label shall be permanently attached to the apparatus near the operator's control station. The label shall include and provide the operator with the following detail information.

Power Source Specifications Label

- Operational Category
- Continuous Duty Rating
- Rated voltage(s) and type (ac or dc)
- Phase
- Rated frequency
- Rated amperage
- Continuous rated watts
- Power source engine speed
- Direct drive (PTO) and portable generator installations shall comply with applicable articles of the NEC.

Wiring Methods

- Fixed wiring systems shall be limited to the following:
 - Metallic or nonmetallic liquid tight flexible conduit rated at not less than 194 degrees Fahrenheit (90 degrees Celsius)
 - Separated, or properly shielded, from exhaust piping
 - Separated from fuel lines. Electrical cord or conduit shall be supported. Supports shall be made of nonmetallic materials or corrosion protected metal. All supports shall be of a design that does not cut or abrade the conduit or cable and shall be mechanically fastened to the vehicle.

Wiring Identification

All line voltage conductors located in the main panel board shall be individually and permanently identified. The identification shall reference the wiring schematic or indicate the final termination point. When pre-wiring for future power sources or devices, the un-terminated ends shall be labeled showing function and wire size.

Wet Locations

All wet location receptacle outlets and inlet devices, including those on hardwired remote power distribution boxes, shall be of the grounding type provided with a wet location cover.

All receptacles located in a wet location shall be not less than 24 inches from the ground.

SPECIFICATIONS

The face of any wet location receptacle shall be installed in a plane from vertical to not more than 45 degrees off vertical. No receptacle shall be installed in a face up position.

Dry Locations

All receptacles located in a dry location shall be of the grounding type.

All receptacles shall be marked with the type of line voltage (120-volts or 240-volts) and the current rating in amps. If the receptacles are direct current, or other than single phase, they shall be so marked.

Listing

All receptacles and electrical inlet devices shall be listed to appropriate performance standards. Receptacles used for direct current voltages shall be rated for the appropriate service.

Electrical System Testing

The wiring and associated equipment shall be tested by the apparatus manufacturer or the installer of the line voltage system.

The test shall be conducted between live parts and the neutral conductor, and between live parts and the vehicle frame with any switches in the circuit(s) closed. This test shall be conducted after all body work has been completed.

COMPLIES / REMARKS

Electrical polarity verification shall be made of all permanently wired equipment and receptacles to determine that connections have been properly made.

Operational Test per Current NFPA 1901 Standards

The apparatus manufacturer shall perform the following operation test and ensure that the power source, and any devices that are attached to the line voltage electrical system, is properly connected and in working order. The test shall be witnessed, and the results certified by an independent third-party certification organization.

The power source shall be operated at 100 percent of its nameplate voltage for a minimum of two (2) hours unless the system meets category certification as defined in the current NFPA 1901 standard.

Where the line voltage power is derived from the vehicle's low voltage system, the minimum continuous electrical load as defined in the current NFPA 1901 standard shall be applied to the low voltage electrical system during the operational test.

FEDERAL MOTOR VEHICLE SAFETY STANDARD (FMVSS) LIGHTING

A pair of stop-tail lights, directional lights, and backup lights shall be furnished.

The lights/modules shall be mounted on the face of the rear body, one on each side.

A license plate bracket shall be mounted on the driver's side. An LED lamp shall illuminate the license plate.

Three (3) identification lights shall be located at the rear and shall be installed per the following:

As close as practical to the vertical Centerline.

Centers spaced not less than six (6) inches or more than twelve (12) inches apart, red in color, and all at the same height.

The outside clearance lights located at the rear shall be installed per the following:

- 1. To indicate the overall width of the vehicle.
- 2. At least one (1) each side of the vertical Centerline.
- 3. All at the same height.
- 4. As near the top as practical.
- 5. To be visible from the rear and the side.
- 6. Per FMVSS 108 and CMVSS 108 requirements.

Reflectors shall also be provided as required per FMVSS 108.

SPECIFICATIONS

"DO NOT MOVE APPARATUS" INDICATOR (NFPA 1901, Ch 13.11)

A flashing red indicator light, located in the driving compartment, shall be illuminated automatically per the current NFPA requirements. The light shall be labeled "Do Not Move Apparatus If Light Is On". The same circuit that activates the Do Not Move Apparatus indicator shall not activate any alarm when the parking brake is released.

OPEN DOOR INDICATOR LIGHT

One (1) red indicator light shall be provided and located in clear view of the driver, warning of an open passenger or equipment compartment door.

GROUND LIGHTING, CAB (NFPA 1901)

Ground lighting in accordance with NFPA 1901 shall be provided for each cab door. Lighting shall be designed to provide illumination on areas under the driver, officer, and crew cab riding area exits, which shall be activated automatically when the exit doors are opened and by the same means as the body perimeter lights.

The lighting shall be capable of providing illumination in areas which personnel climb in or out of the apparatus or descend from the apparatus to the ground level.

GROUND LIGHTING, BODY (NFPA 1901)

Ground lighting in accordance with NFPA 1901 shall be provided for the apparatus body.

COMPLIES / REMARKS

The lighting shall be capable of providing illumination in areas designed for personnel to climb onto the apparatus or descend from the apparatus to the ground level.

EXTERIOR LIGHTING

Exterior lighting shall meet or exceed Federal Department of Transportation, Federal Motor Vehicle Safety Standards and National Fire Protection Association requirements in effect at time of proposal.

Front headlights/high beam shall be halogen or LED type.

Clearance and marker LED lights shall be installed across the leading edge of the cab.

SWITCHABLE STEP LIGHTS

At a minimum, four (4) LED, step lights shall be provided. Step lights shall be provided on each side, step lights at the rear to illuminate the tailboard.

All other steps on the apparatus shall be illuminated per the current edition of NFPA 1901.

HANDHELD LIGHT

There shall be two (2) LED handheld lights provided. The location shall be on the rear wall of the cab. Lights shall be rechargeable type with integral charger mount. A 110vin-station charging system shall also be provided per unit.

LIGHTBAR

One LED light bar, minimum 55", shall be mounted on the cab roof.

This light bar shall include, at a minimum, the following:
Four (4) red/white flashing forward facing LED modules.

Two (2) red/white flashing front corner LED modules.

Two (2) red/white flashing rear corner LED modules.

One (1) switch located in the cab on the switch panel shall control this light bar.

Four (4) red/white flashing rear facing LED modules.

SPECIFICATIONS

LIGHTS, FRONT ZONE LOWER

One (1) pair of flashing LED warning lights shall be installed.

The color of these lights shall be red LED.

These lights shall meet or exceed NFPA front lower zone requirements.

These lights shall be controlled by the designated switch for all lower zone lighting located on the cab instrument panel.

SIDE ZONE LOWER LIGHTING

Four (4) flashing LED warning lights shall be located in the following positions:

Two (2) lights, one (1) on each side on the bumper extension or side of hood.

The color of these lights shall be red LED.

Two (2) lights, one (1) on each side, above the body fenders.

The above four (4) lights shall be required to meet or exceed the lower level optical warning and optical power requirements of NFPA.

These lights shall be controlled by the designated switch for all lower zone lighting located on the cab instrument panel.

COMPLIES / REMARKS

REAR ZONE LOWER LIGHTING

Two (2) flashing LED warning lights shall be located at the rear lower corners of the body, required to meet or exceed the lower level optical warning and optical power requirements of NFPA.

The color of these lights shall be red LED.

These lights shall be controlled by the designated switch for all lower zone lighting located on the cab instrument panel.

SIDE ZONE UPPER LIGHTING

Four (4) flashing LED warning lights, one on each of the upper corners of each side of the body side panels shall be provided, and required to meet or exceed the lower level optical warning and optical power requirements of NFPA.

The color of these lights shall be red LED.

These lights shall be controlled by the designated switch for all upper zone lighting located on the cab instrument panel.

REAR ZONE UPPER LIGHTING

Two (2) flashing LED warning lights shall be provided at the top rear corners of the body, located one (1) on each side.

The color of the lights shall be one (1) red on the driver side and one (1) amber located on the passenger side.

The rear zone lights shall be mounted on the beavertails as high as possible.

These lights shall be controlled by the designated switch for all upper zone lighting located on the cab instrument panel.

BROW LIGHT (OPTIONAL)

One LED Brow Light shall be provided.

One (1) switch located in the cab on the switch panel shall control this light.

SCENE LIGHTING, DRIVER'S SIDE BODY

There shall be a minimum two (2) 12-volt LED floodlights installed on the driver's side of the body, in the upper corners.

SPECIFICATIONS

The light(s) selected above shall be controlled by a switch on the console switch panel.

SCENE LIGHTING, PASSENGER'S SIDE BODY

There shall be a minimum two (2) 12-volt LED floodlights installed on the passenger's side of the body, in the upper corners.

The light(s) selected above shall be controlled by a switch at the console switch panel.

SCENE LIGHTING, REAR UPPER CORNERS

There shall be a minimum two (2) 12-volt LED floodlights installed on the rear side of the body, in the upper corners.

The light(s) selected above shall be controlled by a switch at the console switch panel.

TRAFFIC PRE-EMPTION EMITTER

A traffic pre-emption emitter, with the capability to interface with current traffic light sensors on island, shall be installed on the cab roof.

The pre-emption emitter selected above shall be controlled by a switch at the console switch panel.

AIR HORN SYSTEM

Two (2) air horns shall be provided and recessed in the front bumper or mounted on the side of the hood. The horn system shall be piped to the air brake system wet tank. A pressure protection valve shall be installed in-line to prevent loss of air in the air brake system.

COMPLIES / REMARKS

AIR HORN CONTROL

The air horn shall be actuated by a button located at the foot of the driver and passenger or dual lanyard cable, one on each side for both the driver and the officer.

ELECTRONIC SIREN

An electronic siren, with noise canceling microphone shall be provided. Siren control head shall be located in the cab instrument panel.

The driver shall have the option to control the siren or the chassis horns from the horn button by means of a selector switch.

SPEAKER

There shall be one speaker provided. The speaker shall be a minimum 100-watt and connected to the siren amplifier. The speaker shall be recessed in the front bumper.

MECHANICAL SIREN, (Auxiliary)

A mechanical siren shall be furnished. A siren brake button shall be installed on the switch panel.

The mechanical siren shall be activated by foot switches for both the officer and the driver. The siren brake shall be controlled on the driver's switch panel.

COMPARTMENTATION

Each bidder is encouraged to offer their standard body configuration that most closely meets these dimensions while providing the maximum amount of enclosed compartment space.

Each bidder shall submit a detailed blueprint of the vehicle as being proposed which shall depict the compartment arrangement with all dimensions, including the clear door opening of each compartment on the apparatus body.

Circular fender liners shall be provided for prevention of rust pockets and ease of maintenance.

Compartment flooring shall be of the sweep out design with the floor higher than the compartment door lip.

SPECIFICATIONS

COMPLIES / REMARKS

The compartment door opening shall be framed by flanging the edges.

Drip protection shall be provided above the doors.

All screws and bolts which protrude into a compartment shall have acorn nuts on the ends to prevent injury.

LOUVERS

Louvers shall be stamped into compartment walls to provide the proper airflow inside the body compartments and to prevent water from dripping into the compartment. Where these louvers are provided, they shall be formed into the metal and not added to the compartment as a separate plate.

COMPARTMENT LIGHTING

LED compartment lighting shall be provided in each exterior cab and body compartment.

Strips shall be mounted vertically along both sides of the door framing on each compartment. The length of the light strips shall be within 6.00" to the top and bottom of the compartment door opening. The lighting in each compartment shall be controlled from a door switch built into each roll up shutter door. Opening the compartment door shall automatically turn compartment lighting on.

COMPARTMENTATION, DRIVER'S SIDE

A minimum of three compartments capable of carrying miscellaneous hoses, fittings, and nozzles must be integrated in the apparatus body.

Closing of the door shall not require releasing, unlocking, or unlatching any mechanism and shall easily be accomplished with one hand.

COMPARTMENTATION, PASSENGER’S SIDE

A minimum of three compartments capable of carrying miscellaneous hoses, fittings, and nozzles must be integrated in the apparatus body.

Closing of the door shall not require releasing, unlocking, or unlatching any mechanism and shall easily be accomplished with one hand.

ROLL-UP DOOR, SIDE COMPARTMENTS

Roll-up doors with a raw finish or a finish that is painted one color to match the lower portion of the body shall be installed on the side compartments.

Doors shall be double faced, aluminum construction.

Between each slat at the pivoting joint shall be a PVC inner seal to prevent metal to metal contact and prevent dirt or moisture from entering the compartments. Side, top and bottom seals shall be provided to resist ingress of dirt and weather.

All hinges, barrel clips and end pieces shall be nylon.

A lift bar shall be provided for each roll-up door. The lift bar shall be located at the bottom of door and have latches on the outer extrusion of the doors frame. A ledge shall be supplied over lift bar for additional area to aid in closing the door.

Door(s) shall be constructed from an aluminum box section. The exterior surface of each slat shall be flat.

A roll-up door that retracts below the compartment ceiling (garage door style) shall not be acceptable.

A switch shall be used for control of "open compartment door" warning lights. All mechanical components of the door shall be warrantied to be free from defects in materials and workmanship for the lifetime of the vehicle.

The roll up doors shall also be warrantied against corrosion and perforation for a period of **ten (10) years**.

SPECIFICATIONS

ADJUSTABLE SHELVING TRACKS

The compartments shall be equipped with adjustable tracks, vertically mounted, that are bolted in place for adjustable shelving and equipment mounting.

RUB RAIL

Bottom edge of the side compartments shall be trimmed with a aluminum extruded rub rail. The rub rails shall not be an integral part of the body construction, which allows replacement in the event of damage.

The rub rails shall be the widest portion of the body and shall fully protect each side of the apparatus body including the rear fenders and the lift bar latch assembly on each roll up shutter door.

BODY FENDER CROWNS

Fender crowns shall be provided around the rear wheel openings. A rubber welling shall be provided between the body and the crown to seal the seam and restrict moisture from entering.

If applicable, a dielectric barrier shall be provided between the fender crown fasteners and the fender to prevent corrosion.

HANDRAILS

Handrails shall be located on the front of the body in positions needed to meet NFPA requirements.

- One (1) vertical handrail, shall be located on each side of the rear beavertail.
- One (1) full width horizontal handrail shall be provided at the rear of the apparatus.
- One (1) vertical handrail, not less than 18.00" long, shall be located on each side of the cab, by the doors, in order to facilitate access while climbing into the cab.

COMPLIES / REMARKS

AIR BOTTLE STORAGE

A minimum of four (4) air bottle compartments shall be provided on the body. The air bottle compartment shall be in the form of a round tube to accommodate different size air bottles. A door with latch shall be provided to contain the air bottles.

LADDERS

Extension Ladder

There shall be a 24', two (2) section, aluminum extension ladder provided.

Roof Ladder

One (1) aluminum, 12' roof ladder shall be provided.

LADDER STORAGE

The ladders shall be stored in the hosebed in a full width enclosed compartment. The area shall house ladder slide-in tracks to store specified ladders in a horizontal position.

PIKE POLE, 10'

One (1) pike pole, 10' long with a fiberglass handle, shall be provided, with storage or mounting system.

PIKE POLE, 8'

One (1) pike pole, 8' long with a fiberglass handle, shall be provided with storage or mounting system.

HARD SUCTION HOSE

Two (2) lengths of 6.00" diameter clear corrugated PVC hard suction hose, 10' in length shall be provided. The hose shall be equipped with a 6.00" long handle female NH thread coupling on one (1) end and a 6.00" rocker lug male coupling on the other end. Couplings shall be hard coated aluminum.

Two (2) hard suction hose mounts shall be provided.

A 6.00" suction strainer shall also be provided.

SPECIFICATIONS

COMPLIES / REMARKS

RUNNING BOARD HOSEWELLS (OPTIONAL)

One (1) hosewell shall be recessed in the left side running board of the apparatus pump panel. The hosewell shall be constructed of aluminum material and shall be provided with drain holes drilled in each bottom corner with plastic grating on the floor.

One (1) hosewell shall be recessed in the right side running board of the apparatus pump panel. The hosewell shall be constructed of aluminum material and shall be provided with drain holes drilled in each bottom corner with plastic grating on the floor.

There shall be straps provided for the securement of the hose in the running board hose well.

PUMP

Pump shall be a minimum 1000 gpm mounted centrifugal type.

Pump shall deliver, at a minimum, the percentage of rated discharge at pressures indicated below:

- 100% of rated capacity at 150 psi net pump pressure.
- 70% of rated capacity at 200 psi net pump pressure.
- 50% of rated capacity at 250 psi net pump pressure.

Pump body shall facilitate easy removal of the entire impeller shaft assembly (including wear rings).

Pump shall be designed for complete servicing from the bottom of the truck, without disturbing the pump setting or apparatus piping.

Pump case halves shall be designed to minimize chance of leakage and facilitate ease of reassembly.

Bearings shall be protected from water and sediment by suitable stuffing boxes, flinger rings, and oil seals. No special or sleeve type bearings shall be used.

Stuffing boxes shall be of the conventional type, to allow adjustment or replacement of packing without disturbing the pump. Provisions for lubrication and cooling when the pump is operating shall be provided.

Wear rings shall be easily replaceable and eliminate the need to replace the entire pump casing due to wear.

THERMAL RELIEF VALVE

A thermal protection device that monitors pump water temperature and opens to relieve water to cool the pump shall be included on the pump. The thermal protection device shall be set to relieve water when the temperature of the pump water exceeds 120 degrees F. The thermal protection device shall include an indicator light and audible buzzer.

Pump shift engagement shall be made by a two (2) position sliding collar, actuated pneumatically by air pressure, with a three (3) position air control switch located in the cab. A manual back-up shift control shall also be located on the driver's side pump panel.

Indicator lights shall be provided as per NFPA requirements. A green indicator light shall be installed adjacent to the hand throttle on the pump panel and indicate either the pump is engaged and the road transmission is in pump gear, or the road transmission is in neutral and the pump is not engaged. A green indicator light shall be installed adjacent to the throttle on the pump panel and shall be labeled "Warning: Do not open throttle unless light is on". The pump shift control in the cab shall be illuminated to meet NFPA requirements.

TRANSMISSION LOCK-UP

The direct gear transmission lock-up for the fire pump operation shall engage automatically when the pump shift control, in the cab, is activated.

SPECIFICATIONS

AUXILIARY COOLING SYSTEM

A supplementary heat exchange cooling system shall be provided to allow the use of water from the discharge side of the pump for cooling the engine water.

PRESSURE CONTROLLER

An electric pressure governor shall be provided which is capable of automatically maintaining a desired preset discharge pressure in the water pump. When operating in the pressure control mode, the system shall automatically maintain the discharge pressure set by the operator (within the discharge capabilities of the pump and water supply) regardless of flow, within the discharge capacities of the water pump and water supply.

A pressure transducer shall be installed in the water discharge of the pump. The transducer continuously monitors pump pressure sending a signal to the Electronic Control Module (ECM is a type of electronic control unit that controls a series of actuators).

The governor can be used in two (2) modes of operation, RPM mode and pressure modes.

In the RPM mode, the governor can be activated after vehicle parking brake has been set. When in this mode, the governor shall maintain the set engine speed, regardless of engine load (within engine capabilities).

In the pressure mode, the governor system can only operate after the fire pump has been engaged and the vehicle parking brake has been set. When in the pressure mode, the pressure controller monitors the pump pressure and varies engine speed to maintain a precise pump pressure. The pressure controller shall use a quick database for engine control.

A preset feature allows a predetermined pressure or rpm to be set.

A pump cavitation protection feature shall be provided which shall return the engine to idle should the pump cavitate.

The throttle shall accommodate use with a gloved hand. A throttle ready light shall be provided adjacent to the throttle control, with a large RPM display visible at a glance.

COMPLIES / REMARKS

Check engine, and stop engine indicator lights shall be provided for easy viewing.

Large push buttons shall be provided for menu, mode, preset, and silence selections.

The water tank level indicator shall be incorporated in the pressure governor.

A pump hour meter shall be incorporated in the pressure controller.

The pressure controller shall incorporate monitoring for engine temperature, oil pressure, fuel level alarm, and voltage. Pump monitoring shall include, pump gearcase temperature, error codes, diagnostic data, pump service reminders, and time stamped data logging, to allow for fast accurate trouble shooting. It shall also notify the driver/engineer of any problems with the engine and the apparatus.

If applicable, messages shall be provided in a multi-character display, to lessen abbreviations in the message.

The pressure controller shall include a USB port for easy software upgrades, which can be downloaded through a USB memory stick, eliminating the need for a laptop for software installations. A complete interactive manual shall be provided with the pressure controller.

PRIMING PUMP

A primer shall be provided with push button control on the pump panel. When dry, the pump system shall be capable of taking suction through 20 feet of hard suction hose and discharging water in not more than the time allowed by current NFPA 1901 standard.

SPECIFICATIONS

A control valve shall be located at the pump operator's panel. This valve shall utilize a switch arrangement so that as the valve is manually opened, a plunger closes the switch and the primer motor is energized.

A second priming valve and control shall be plumbed to the front suction piping. The second control shall be located at the pump operator's panel. Primer motor shall be environmentally safe, self lubricating style.

PUMP WARRANTY

A warranty against defects in material and workmanship under normal use and service for a period no less than five (5) years from the date the pump was first placed in service, shall be provided.

PUMP MANUALS

Two (2) pump manuals from the pump manufacturer shall be furnished in electronic storage format for each apparatus. Manuals shall cover pump operation, maintenance, and parts.

PLUMBING

All inlet and outlet plumbing, 3.00" and smaller, shall be plumbed with either stainless steel pipe or synthetic rubber hose reinforced with high-tensile polyester braid. If hose is used it shall have a minimum burst rating of 1,000 psi and be equipped with high pressure couplings. Small diameter secondary plumbing such as drain lines shall be stainless steel, brass, or rubber hose. This shall include the pump manifold and all front suction piping.

All lines to drain through either a master drain valve or shall be equipped with individual drain valves. All individual drain lines for discharges shall be extended with a hose to drain below the chassis frame.

COMPLIES / REMARKS

PUMP PLUMBING WARRANTY

The stainless steel plumbing components and ancillary brass fittings used in the construction of the water/foam plumbing system shall be warrantied for a period of **ten (10) years or greater**.

This covers structural failures caused by defective design or workmanship, or perforation caused by corrosion, provided the apparatus is used in a normal and reasonable manner. This warranty is extended only to the original purchaser for a period of ten years from the date of delivery. **A copy of the warranty shall be submitted with the bid.**

MAIN PUMP INLETS

A 6.00" pump inlet shall be provided on driver's side and passenger side of the vehicle. The suction inlets shall include a screen that is designed to provide cathodic protection for the pump, thus reducing corrosion in the pump. The pump inlets shall have National Standard Threads with a long handle chrome cap. The cap shall incorporate a thread design to automatically relieve stored pressure in the line when disconnected.

A 6.00" to 5.00" Storz adapter shall be provided for the pump inlet.

AUXILIARY INTAKE (Driver's Side)

On the left side pump panel shall be one (1) 2.50" auxiliary suction, terminating in 2.50" National Standard Hose Thread. The auxiliary suction shall be provided with a strainer, chrome swivel and plug.

INTAKE VALVE

Provisions shall be provided for a dealer installed butterfly, gate, or ball type intake valve.

INTAKE CONTROL

Control for the side auxiliary intake(s) shall be located at the inlet valve.

SPECIFICATIONS

INTAKE RELIEF VALVE

An intake relief valve, preset at 125 psig, shall be installed on the inlet side of the valve.

Relief valve shall have a working range of 75 psig to 250 psig.

The cap shall incorporate a thread design to automatically relieve stored pressure in the line when disconnected.

TANK TO PUMP

The booster tank shall be connected to the intake side of the pump with heavy duty piping and a quarter turn 3.00" full flow line valve with the control remotely located at the operator's panel. Tank to pump line shall run straight (no elbows) from the pump into the front face of the water tank and angle down into the tank sump. A rubber coupling shall be included in this line to prevent damage from vibration or chassis flexing.

A check valve shall be provided in the tank to pump supply line to prevent the possibility of "back filling" the water tank.

TANK REFILL

A combination tank refill and pump re-circulation line shall be provided, using a quarter-turn full flow ball valve controlled from the pump operator's panel.

PRECONNECTED HOSE LINES

Two areas, each a minimum of 3.5 ft, to accommodate 1 ¾" or larger preconnected fire hose lines shall be provided.

Crosslay hosebed(s) shall be mounted over the upper pump panel or gauge panel in the upper portion of the pump enclosure.

The crosslay hosebed shall be equipped with a cover.

COMPLIES / REMARKS

DISCHARGE OUTLET (Front Bumper Preconnect), (OPTIONAL)

One (1) discharge shall be piped to the front bumper area within a hosewell placed in the center of the extended bumper.

The tray shall have a capacity of 150' of 1.5" double jacket hose. Rubber grating shall be provided at the bottom of the tray. Drain holes shall also be provided.

Straps shall be provided within the hose tray. The straps shall be used to secure the hose in the tray.

A hosewell cover, with a securing device(s), shall be provided.

DISCHARGE OUTLET (Passenger's Side)

There shall be a minimum one (1) discharge outlet on the right side of the apparatus, terminating with a male 2.50" National Standard hose thread adapter.

DISCHARGE OUTLET (Driver's Side)

There shall be a minimum two (2) discharge outlets with 2.50" valves on the left side of the apparatus, terminating with a male 2.50" National Standard hose thread adapter.

DISCHARGE OUTLET (Rear)

There shall be one (1) discharge outlet on the rear side of the apparatus, terminating with a male 2.50" National Standard hose thread adapter.

VALVES WARRANTY

Valves shall have a ten (10) year warranty.

HOSEBED

The hose bed compartment deck shall be constructed entirely from maintenance-free, extruded aluminum slats.

The slats shall be a grid system to prevent the accumulation of water and allow ventilation to assist in drying hose.

SPECIFICATIONS

The apparatus hose bed shall be properly reinforced without projections that might damage the fire hose.

The main apparatus hose body shall run the full length of the apparatus body from behind the pump panel area to the rear face of the body.

HOSE BED STORAGE CAPACITY

The hose bed shall be designed to have a storage capacity to meet the minimum NFPA requirements for structural pumpers.

HOSEBED COVER

The apparatus shall be equipped with a NFPA approved hosebed cover.

DECK GUN (OPTIONAL)

A 3" deluge riser shall be installed above the pump. Piping shall be rigidly braced.

One (1) 3" deck gun discharge outlet shall be provided above pump compartment.

The deck gun discharge shall be provided and located above the pump panel and shall terminate with NST threads and be capped for later use. The discharge shall be plumbed directly from the pump discharge manifold utilizing direct connect discharge valve flanges.

A 3.00" deluge riser shall be installed above the pump in such a manner that a monitor can be mounted and used effectively. Piping shall be installed securely so no movement develops when the line is charged.

ELECTRIC REWIND HOSE REEL (OPTIONAL)

One aluminum hose reel with leak proof ball bearing swing joint, adjustable friction brake, and electric rewind. Location TBD.

The reel shall be plumbed with high-pressure hose and shall be bolted to a mounting system for easy service or removal.

A push button hose reel rewind switch shall be installed to control the electric rewind hose reel.

COMPLIES / REMARKS

One (1) discharge shall be provided and piped from the fire pump to the hose reel. A quarter turn ball valve or similar shall be controlled on pump panel.

Three (3) 50' lengths of 1" water hose (150') with adequate working pressure rating shall be provided and mounted on the specified hose reel.

One (1) captive type roller assembly shall be provided.

DISCHARGE CAPS

Chrome plated, rocker lug, caps with chains or stainless steel stranded cable, shall be furnished for all side discharge outlets. The cap shall incorporate a thread design to automatically relieve stored pressure in the line when disconnected.

OUTLET BLEEDERS

A bleeder valve shall be provided for each outlet 1.50" or larger. Automatic drain valves are acceptable. The valves shall be located behind the panel with a swing style handle control extended to the outside of the side pump panel. The handles shall be chrome plated and provide a visual indication of valve position. The swing handle shall provide an ergonomic position for operating the valve without twisting the wrist.

Bleeders shall be located at the bottom of the pump panel. They shall be properly labeled identifying the discharge they are plumbed in to. The water discharged by the bleeders shall be routed below the chassis frame rails.

SPECIFICATIONS

ELBOWS, LEFT SIDE OUTLET

The 2.50" discharge outlets, located on the left side pump panel, shall be furnished with a 2.50"(F) National Standard hose thread x 2.50"(M) National Standard hose thread, chrome plated, 45 degree elbow. The elbow shall incorporate a thread design to automatically relieve stored pressure in the line when disconnected.

ELBOWS, RIGHT SIDE OUTLET

The 2.50" discharge outlet, located on the right side pump panel, shall be furnished with a 2.50"(F) National Standard hose thread x 2.50"(M) National Standard hose thread, chrome plated, 45 degree elbow. The elbow shall incorporate a thread design to automatically relieve stored pressure in the line when disconnected.

DISCHARGE OUTLET CONTROLS

The discharge outlets shall incorporate a quarter-turn ball valve with the control located at the pump operator's panel. The valve operating mechanism shall indicate the position of the valve.

AIR BLOWOUT VALVE

A blowout shall be furnished to blow out any remaining water from the pump or individual discharge lines. Blowout shall be piped from the wet tank of the brake system to the main body of the pump, and shall be controlled at the pump operator's panel.

An additional blowout shall be piped from the air inlet on pump panel to the main body of the pump, and shall be controlled at the pump operator's panel.

An instruction plate shall be located at the operator's panel next to the blowout.

PUMP COMPARTMENT AND MOUNTING

The pump compartment shall be separate from the hosebed and compartments so that each may flex independently of the other. The mounting shall allow chassis frame rails to flex independently without damage to the fire pump.

The pump compartment shall be mounted on the chassis frame rails to allow for chassis frame and twist.

Pump compartment, pump, plumbing and gauge panels shall be removable.

COMPLIES / REMARKS

PUMP CONTROL PANELS (Driver's Side)

All pump controls and gauges shall be located at the driver's side of the apparatus and properly identified.

Layout of the pump control panel shall be ergonomically efficient and systematically organized.

The upper section shall contain sub panels for the mounting of the pump pressure control device, engine monitoring gauges, and electrical switches. Sub panels shall be removable from the face of the pump panel for ease of maintenance. Below the sub panels shall be located all valve controls and line pressure gauges.

The lower section of the panel shall contain all inlets, outlets, and drains. All push/pull valve controls shall have 1/4 turn locking control rods with polished chrome plated tee handles.

Guides for the push/pull control rods shall be securely mounted to the pump panel. Push/pull valve controls shall be capable of locking in any position. The control rods shall pull straight out of the panel and shall be equipped with universal joints to eliminate binding.

IDENTIFICATION TAGS

The identification tag for each valve control shall be recessed in the face of the tee handle.

SPECIFICATIONS

All discharge outlets shall have color coded identification tags, with each discharge having its own unique color. Color coding shall include the labeling of the outlet and the drain for each corresponding discharge.

PUMP PANEL CONFIGURATION

The pump panel configuration shall be arranged and installed in an organized manner that shall provide user-friendly operation.

PUMP PANEL GAUGES AND CONTROLS

The following shall, at a minimum be provided on the pump and gauge panels in a neat and orderly fashion:

An electronic engine monitor or status gauge shall display the engine oil pressure, engine temperature and engine rpm.

- A warning alarm shall be provided for these items.
- Thermal Protection Device
 - Tachometer: Electric
 - Voltmeter

- Also provided at the pump panel shall be the following:
- Master Pump Drain Control

GAUGES, VACUUM and PRESSURE

The pump vacuum and pressure gauges shall be silicone filled.

The gauges shall be a minimum of 4.5" in diameter and shall have white faces with black lettering, with a pressure range of 30-600 psi.

The pump pressure and vacuum gauges shall be installed adjacent to each other at the pump operator's control panel.

Test port connections shall be provided at the pump operator's panel. One shall be connected to the intake side of the pump, and the other to the discharge manifold of the pump. They shall have 0.25 in. standard pipe thread connections and non-corrosive polished stainless steel or brass plugs. They shall be marked with a label.

These gauges shall include a minimum 10-year warranty against leakage, pointer defect, and defective bourdon tube.

COMPLIES / REMARKS

PRESSURE GAUGES

The individual "line" pressure gauges for the discharges shall be Inter-lube filled. They shall be a minimum of 3.50" in diameter and shall have white faces with black lettering.

Gauges shall have a pressure range of 30"-0-400psig.

The individual pressure gauge shall be installed as close to the outlet control as practical.
The gauges shall include a 10-year warranty against leakage, pointer defect, and defective bourdon tube.

WATER LEVEL GAUGE

An electronic water level gauge shall be provided on the operator's panel that registers water level by means of five colored LED lights. The lights shall be durable, ultra-bright five LED design viewable through 180 degrees. The water level indicators shall be as follows:
- 100% = Green
- 75% = Yellow
- 50% = Yellow
- 25% = Yellow
- Refill = Red

The light shall flash when the level drops below the given level indicator to provide an eighth of a tank indication. To further alert the pump operator, the lights shall flash sequentially when the water tank is empty.

SPECIFICATIONS

LIGHTING

Illumination shall be provided for controls, switches, essential instructions, gauges, and instruments necessary for the operation of the apparatus and the equipment provided on it.

A green pump engaged indicator shall come on at the operator's panel when the pump is shifted into gear from inside the cab. One pump panel light shall also come on at the operator's panel when the pump is shifted into gear from inside the cab. The remaining lights to be actuated from a switch located on the pump panel.

WATER TANK

Tank shall have a minimum capacity of 500 gallons and be constructed of polypropylene plastic.

Tank shall be baffled in accordance with NFPA 1901 requirements. Baffles shall permit movement of air and water between compartments. Tank top shall be sufficiently supported to keep it rigid during fast filling conditions.

A sump shall be provided at the bottom of the water tank.

Fill tower shall be furnished with a screen and a hinged cover.

WATER TANK RESTRAINT

A heavy-duty water tank restraint shall be provided.

WATER TANK WARRANTY

The tank shall have a lifetime warranty.

If a tank problem renders the truck out-of-service, the tank manufacturer, or representative (successful bidder) shall dispatch a service technician. Service of the tank must commence WITHIN 10 DAYS.

LOOSE EQUIPMENT

The following equipment shall be furnished with the completed unit:
(2ea) 6" NH to 5" STORZ adapters
(2ea) 5" STORZ to 4" STORZ reducers
(1ea) 4 ½" NH to 5" STORZ Adapter
(1ea) 5" STORZ Siamese
(1ea) 4 WAY Valve (HUMAT Valve) Refill Hose
(4 ½" NH – 5" STORZ / 2 ½" NH)

COMPLIES / REMARKS

There shall be a 20' length of 3.00" soft suction hose provided with a 2.50" male coupling on one end and a 2.50" female coupling on the other end.

One (1) 2.50" National Standard hose thread barrel strainer, shall be provided.

PAINT

The cab shall be cab painted red.

The body of the apparatus shall be painted red.

The paint shall be uniform in color and be free of defects or surface imperfections. Finish shall be durable, abrasion and peel resistant and shall be resistant to mold and mildew. Paint and topcoat shall be anti-fade and provide a stain resistant finish.

All removable items such as brackets, compartment doors, door hinges, trim, etc. shall be removed and painted separately to ensure paint behind all mounted items. Body assemblies that cannot be finish painted after assembly shall be finish painted before assembly.

SPECIFICATIONS

COMPLIES / REMARKS

PAINT CHASSIS FRAME ASSEMBLY

The chassis frame assembly shall be painted black before the installation of the cab and body, and before installation of the engine and transmission assembly, air brake lines, electrical wire harnesses, etc. Components that are included with the chassis frame assembly that shall be painted black are frame rails, cross members, axles, suspension, steering gear, fuel tank, body sub-structure supports, miscellaneous mounting brackets, etc.

PAINT AND CORROSION WARRANTY

The cab and body exterior paint finish shall be warrantied against blistering, peeling, corrosion, lack of adhesion or any other manufacturing or material defect for a period of a minimum one (1) year.

The cab and body shall also be warrantied against corrosion perforation for a period of a minimum five (5) years. A copy of the manufacturer's warranty shall be included with the bid.

All non-painted metal surfaces on the exterior of the vehicle shall be sprayed with a corrosion protective coating. A transit coating remover kit shall be supplied to remove the transit coating. The transit coating and the remover shall be biodegradable.

PAINT, COMPARTMENT INTERIOR

Interior of compartments shall be painted with a black or gray spatter type paint or textured equivalent.

REFLECTIVE STRIPES

Reflective stripes shall be provided along the sides of the body (color and pattern TBD at the Pre-Construction Conference).

The reflective band shall continue on the cab face.

CHEVRON STRIPING, REAR

There shall be alternating chevron striping located on the rear-facing vertical surface of the apparatus. The entire rear surface, excluding the rear compartment door, shall be covered. The colors shall be red and fluorescent yellow diamond grade. Each stripe shall be 6.00" in width. This shall meet the requirements of NFPA 1901, 2009 edition, which states that 50% of the rear surface shall be covered with chevron striping.

REFLECTIVE STRIPE, CAB DOORS

A reflective stripe shall be provided across the interior of each cab door. The stripe shall be located on the door panel. This stripe shall meet the NFPA 1901 requirement.

LETTERING

Sixty (60) to seventy (70) reflective white colored lettering, 4.00" high, outlining and shading shall be provided. Lettering and location shall be specified at the pre-construction conference

and/or before final painting of the completed apparatus.

The lettering shall be totally encapsulated between two (2) layers of clear fade and stain resistant coatings.

APPARATUS DOOR GRAPHICS

Two (2) custom door graphics featuring the Guam Fire Department logo shall be installed on the apparatus.

LAMINATION WARRANTY

The manufacturer shall provide a **three (3) year** warranty against defects in material and workmanship with the graphics process. A copy of the fire apparatus manufacturer's warranty shall be included with the bid.

CD MANUAL, FIRE APPARATUS PARTS

Custom parts manuals for the complete fire apparatus shall be provided in hardbook and CD format for each apparatus.

SPECIFICATIONS

CD MANUAL, CHASSIS SERVICE

A hardbook and CD format chassis service manual containing parts and service information on **all major components** shall be provided for each apparatus.

CD MANUAL, CHASSIS OPERATION

2 Hardbook and 2 CD format chassis operation manuals shall be provided for each apparatus.

ELECTRICAL WIRING DIAGRAMS

Two (2) electrical wiring diagrams, prepared for the model of chassis and body, shall be provided for each apparatus.

COMPLIES / REMARKS

5-YEAR EXTENDED SERVICE/MAINTENANCE AGREEMENT

Guam Fire Department Extended Service/Maintenance Agreement STRUCTURAL FIREFIGHTING PUMPER IDIQ Bid GSA-002-22

INTENT

It shall be the intent of this Extended Service/ Maintenance Agreement for the Guam Fire Department and the Contractor to enter into a 5 year service/maintenance warranty agreement in order to maximize the serviceability of these Structural Firefighting Pumpers and minimize the "down time" or "out of service time" so that said fire apparatus will be ready to respond to an emergency when called upon to do so. It is also the intent of this agreement to extend the usable lifespan of these Fire Apparatus to maximize the tax dollars used to purchase said Fire Apparatus.

AGREEMENT PERIOD

- A. This document shall depict the minimum requirements for a five (5) year Extended Service/Maintenance Agreement as required by the Guam Fire Department for vehicles known as Structural Firefighting Pumpers. The Contractor is still responsible for all fire apparatus referenced within this Agreement and the IFB specifications and the maintenance of all warranties in good standing.
- B. This Agreement shall commence on the date that the fire apparatus is placed in service by the Guam Fire Department; only after the award of this contract has been made, and the Agreement is signed by the Chief Procurement Officer, Contractor, and authorized representative of the Guam Fire Department.

STANDARDS OF CARE

- A. This document also defines the minimum requirements for a preventive maintenance program and shall comply with national Fire Protection Association's (NFPA) 1915, Standard for Fire Apparatus Preventive Maintenance Program, 2000 Edition, which has been deemed a part of this agreement.
- B. The service, maintenance, and their intervals, as well as the methods of repairs recommended by the various manufacturers that make up the complete fire apparatus, are hereby deemed as part of this agreement.
- C. This agreement covers all systems and components of the fire apparatus to include, but not limited to: drive train, body, cab, frame, fire pump, electrical systems, lighting, plumbing, hose reels, doors, tires, wheels, etc.

RESPONSIBILITIES

- A. The Contractor, during the five (5)-year period of this contract and any applicable warranty timelines beyond such period, shall be responsible for the service, maintenance, and repairs as well as other services explained herein, for this fire apparatus and all their systems. If work cannot be completed by the Contractor and must be sub-contracted to another business, the Contractor must ensure that said business is qualified to do the work required and reimburse the sub-contractor for all expenses incurred. The Contractor is still responsible for all fire apparatus referenced within this Agreement and the IFB specifications and the maintenance of all warranties in good standing.
- B. During the 5-year period of this contract, and any applicable warranty timelines beyond such period, the Contractor agrees to conduct the specified services, maintenance, and repairs, which includes, but is not limited to, labor costs and all consumables, apart from apparatus tires. The Contractor will not be responsible for labor costs, parts and repairs that are not covered under the warranty provisions of the new fire apparatus in the specifications of this agreement.
- C. Under no circumstances will the warrantied service, repair and/or maintenance of these fire apparatus be delayed due to any outstanding payments owed to the contractor by the Government of Guam. To delay these services will constitute a breach of this agreement.
- D. The Guam Fire Department, and their personnel, will be responsible for following all recommended procedures for this Agreement and conduct all vehicle inspections, as required, especially the Daily Fire Apparatus Check and Checklist.
- E. Guam Fire Department Vehicle Maintenance personnel, when allowed, shall at all times seek prior approval, from the Contractor, before conducting any type of maintenance or alteration(s) to these Fire Apparatus, no matter how minor.

SERVICE, MAINTENANCE, AND OTHER PROVISIONS

In addition to the above provisions, the following shall also apply:

- A. Prior to placing the vehicle in service, the Contractor shall conduct a pre-service inspection and service.
- B. If there are any deficiencies, defects and/or damages noted at this time, said discrepancies shall be brought up to the attention of GFD and arrangements will be made, with the assistance of the Contractor, to rectify said discrepancies. Since the Contractor is responsible for all warranty items on this fire apparatus, the Contractor shall handle all related issues.
- C. Examples of some of the services to be conducted:
 - a. Replace engine oil and filter(s)
 - b. Inspect and replace fuel filter(s)
 - c. Inspect air cleaner and intake system
 - d. Inspect hoses, belts and belt tensioners and replace or adjust if needed
 - e. Inspect front and rear suspension and steering to include tie rod ends, draglink, king pins, air bags (if equipped) and control valves
 - f. Inspect fire pump for unusual water leaks
 - g. Test Electrical System for proper operation
 - h. Perform scheduled maintenance on generator
- D. The Contractor shall supply a Daily Fire Apparatus checklist that will be utilized by the GFD Fire Apparatus driver/operator, while conducting their daily vehicle check at the beginning of their shift, as per GFD Rules and Regulations. This daily check will also ensure that certain provisional requirement of the warranty can be honored.
- E. The Contractor may elect, from time to time, to provide remedial training on the operation and/or operator daily service checks and maintenance requirements, to GFD personnel, when deemed necessary.
- F. The Contractor shall be responsible for the towing of the apparatus. If the vehicle is on a public roadway, the tow function shall begin to be addressed within one (1) hour upon notification by GFD. The affected vehicle shall be under tow within two (2) hours after notification by GFD. If either of these two provisions is not met, it is deemed that the Contractor has given implied consent for GFD personnel to arrange for the towing. All costs of this towing shall be borne by the Contractor.
- G. Guam Fire Department Vehicle Maintenance personnel shall be allowed to conduct minor vehicle repairs, such as changing of light bulbs, lamps, fuses, etc., if prior approval has been obtained from the Contractor. GFD personnel shall request prior approval from the Contractor; however, if the Contractor does not respond to requests within twenty-four hours, approval will be implied.
- H. Guam Fire Department Vehicle Maintenance personnel shall also be allowed to diagnose vehicle faults, such as, but not limited to, malfunctioning air conditioning or mobile radio system(s), and report same to the Contractor for approval to have the vehicle further diagnosed and/or repaired by a sub-contractor, whenever the Contractor cannot effect or is not certified or qualified to effect said repairs or service. GFD personnel shall request prior approval from the Contractor; however, if the Contractor does not respond to requests within twenty-four hours, approval will be implied.
- I. If the Contractor fails to begin addressing any complaint by GFD regarding the serviceability of any fire apparatus covered under this extended service agreement, within twenty-four hours after receiving said report by GFD, it shall be construed as unnecessary delay. Whenever an unnecessary delay situation occurs, this shall be deemed as implied consent from the Contractor for GFD to seek service and/or repairs elsewhere to expedite the return of the apparatus into emergency service.
- J. All charges incurred during the unnecessary delay repairs/services will be charged back to the Contractor for payment. Neither GFD nor the Government of Guam will be held liable for these repairs/services and the warranties for said apparatus will not be affected in any way.
- K. All Inspections/services shall be performed on a quarterly basis, at minimum.

- L. All service and repairs shall be performed according to accepted industry standards, good faith practices and agreed upon time frames.
- M. The Contractor shall furnish annual reports to GFD depicting total services, maintenance, and repairs for each Fire Apparatus per annum. These reports shall be based on a calendar year timeframe and will be due to GFD, Office of the Fire Chief, no later than the 15th day of January of the following year. If the apparatus is covered for a partial year under this agreement, then the report will be based on that portion of the calendar year.

FAILURE TO PERFORM CONTRACT

Contractor is responsible for adhering to the Liquidated Damages clause, Termination for Cause clause, and the Termination for Convenience clause, listed in specifications; pursuant to 2 CFR § 200.326.

FIRE APPARATUS IDENTIFICATION NUMBERS

VIN

VIN

BIDDER'S REFERENCES FORM

The Bidder may provide a minimum of three (3) references where work of a similar size and nature was performed within the past five (5) years.

| | | | |
|--------------------------|--|--------------|--|
| Company Name | | Contact Name | |
| Address | | | |
| Phone Number | | Fax Number | |
| Dollar Value of Contract | | | |
| Contract Dates | | | |
| Requirements of Contract | | | |
| | | | |
| Company Name | | Contact Name | |
| Address | | | |
| Phone Number | | Fax Number | |
| Dollar Value of Contract | | | |
| Contract Dates | | | |
| Requirements of Contract | | | |
| | | | |
| Company Name | | Contact Name | |
| Address | | | |
| Phone Number | | Fax Number | |
| Dollar Value of Contract | | | |
| Contract Dates | | | |
| Requirements of Contract | | | |
| | | | |

| NO. | ITEM DESCRIPTION | QTY | UOM | UNIT PRICE | PRICE EXTENSION |
|-----|------------------------------------|-----|-----|---------------|--------------------|
| 1.1 | STRUCTURAL FIREFIGHTING PUMPERS | 2 | EA. | \$ _____ | \$ _____ |

BIDDING ON:
 Manufacturer: _____
 Make/Model: _____
 Year: _____
 Place of Origin: _____
 Date of Delivery: _____

| | | | | Per Year | Total |
|-----|--|---|-----|----------|----------|
| 2.1 | 5-Year Extended Service/Maintenance Agreements | 2 | EA. | \$ _____ | \$ _____ |

These specifications have been developed by Kevin J. Reilly, Fire Fighter II, and approved by Daniel C. Stone, Fire Chief, Guam Fire Department.